Tender Document

For

Rate Contract for Supply and Installation of Local Area Networking Components for various locations at Government Offices in Salem District

Tender no. Salem/OT/DeGS/LAN/ 2015-16

(All pages of this document except for Commercial-bid to be submitted in Original duly signed on each page along with the technical bid envelope. The Commercial bid in original is to be enclosed in a separate sealed envelope)

Salem District e-Governance Society
District Collectorate
Salem District

Ph.0427-2450301,2450302, Fax No.0427-2417575
www.salem.nic.in

Important Notice

This Tender process is governed by The Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules 2000 as amended from time to time.

In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules 2000, the Act and Rules shall prevail.

Acronyms and Definitions

AMC	Annual Maintenance Contract
CST	Central Sales Tax
DSC	Digital Signature Certificate
DeGS	District e-Governance Society
EMD	Earnest Money Deposit
FOR	Free On Road / Rail
HR	Human Resources
HRMS	Human Resources Management System
ICT	Information and Communication Technology
IPR	Intellectual Property Rights
ISO	International Organisation for Standardisation
IT	Information Technology
LD	Liquidated Damage
LOA	Letter of Acceptance
MIS	Management Information System
NABL	National Accreditation Board for Testing and Calibration Laboratories
OEM	Original Equipment Manufacturer
PC-OEM	Personal Computer – Original Equipment Manufacturer
RFP	Request for Proposal
ROHS	Restriction Of Use of Hazardous Substances
SD	Security Deposit
SNR	Site Not Ready
SPOC	Single Point of Contact
ST	Service Tax
VAT	Value Added Tax

Letter of Undertaking

To

The District Collector and Chairman
Salem e-Governance Society(DeGS),
District Collectorate,
Salem District.

Sir,

Sub: Undertaking for participating in LAN Tender - Reg.
Ref: **Tender No. Salem/ OT/ DeGS /LAN Components/2015-16**

I/We ---------- have gone through the Terms and Conditions, Scope of Work and Specification and will abide by them as laid down (Tender Documents, Technical bid and Price Bid)

I/We ---------- hereby confirm that our Company was not blacklisted by any State Government/ Central Government/ Public Sector Undertakings during the last three years. We also hereby confirm that our EMD/SD was not forfeited by any State Government / Central Government / Public Sector Undertakings during the last three years due to our non-performance, non-compliance with the tender conditions etc.

I/We ---------- hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

I/We ---------- certify that no refurbished components are used in the manufacturing and supply of LAN Cablings / related items / tendered items. The licences for the operating systems and other software to be installed in the LAN Cablings to be delivered under this contract is certified as genuine and valid.

I/We _____ certify that we are liable and responsible for any disputes arising out of Intellectual Property Rights.

In case of violation of any of the conditions above, I/We ..... understand that I/ We are liable to be blacklisted by DeGS/Government of TamilNadu for a period of three years.

Yours faithfully
for _____

Name, Signature
Designation
Seal

Note:

1) Declaration in the company's letter head should be submitted as per format given above
2) If the bidding firm has been blacklisted by any State Government/ Central Government/ Public Sector Undertakings earlier, then the details should be provided.

1. Preamble

District e-Governance Society

The Government have ordered the formation of District e-Governance Societies (DeGS) in all the Districts for implementing the e-Governance projects. Accordingly, District e-Governance Societies (DeGS) have been formed in all the Districts. The District e-Governance Society(DeGS) is headed by the District Collector, except in Chennai, where the Commissioner, Corporation of Chennai is the Head. The district level officials of service delivery Departments are the members of the Society. The DeGS is responsible for the implementation of the ICT projects at District level. The DeGS will play a key role in the post- implementation and operations of the e-Governance Programme at District level.

Salem e-Governance Society invites **RATE CONTRACT Tender** from the Potential bidders for the supply, installation and commissioning of LAN Cabling with Components and Related Items in the Taluk, RDO, BDO and other Tamil Nadu Government offices in the District.

Short Titles used in the Tender Document:

1) **Bidder:** Bidder means the party who makes a formal offer in pursuance of the tender floated.

2) **Successful Bidder:** Successful Bidder means the Bidder who becomes successful through the tender process.

3) **Day:** A day means a calendar day.

4) **Service Centre:** Service Centre means the centre or place, wherein the Bidder, interalia undertakes and performs the service activities relating to the LAN Cablings and related items /tendered items as indicated in the tender and shall include a Direct service centre or Authorised dealer or Franchisee service centre of the bidder:

2. Tender Schedule

Salem Distict e-Governance Society

1.	Tender inviting Authority, Designation and Address	The District Collector and Chairman Salem e-Governance Society, District Collectorate, Salem District.
2.	A) Name of the Work	Supply, installation and commissioning of LAN Cabling, Components and related items
	B) Tender reference	***Tender no. Salem /OT/DeGS/ LAN/ 2015-16***
	C) Installation	At Revenue Department offices and the other Government of Tamil Nadu office premises throughout the District.
3.	Tender documents available place	On all working days between 11.00 AM and 03.00 PM upto 18.12.2015 from the Address mentioned in Column (1) above. Alternatively, Tender documents can be downloaded free of cost from www.salem.nic.in and http://www.tenders.tn.gov.in
4.	Cost of Tender Document	INR 1,100/- per Tender Document for direct purchase from DeGS. The Tender document fee is waived for the downloaded Tender document.
5.	Earnest Money Deposit	Rs.15,000/- (Rupees Fifteen Thousand only) should be paid by way of Demand Draft or Banker's Cheque drawn in favour of District e-Governance Society and payable at *Salem* only.
6	Tender submission	Two Part Tender comprising of Technical Bid and Price Bid should be submitted **MANUALLY** in a single sealed cover. Stage-1 – Technical Bid, Stage-2 – Price Bid opening. Tenders received after the due date and time will be summarily rejected.
7.	Date and Place of Pre-Bid meeting	On 04/12/2015 @ 11.00 A.M at the address mentioned in Column (1) above.
8.	Due Date, Time and Place of submission of Tender	On 18/12/2015 at 3.00 PM at the address mentioned in Column (1) above.
9.	Date, Time and Place of opening of the Technical Bids	On 18/12/2015 at 4.00 PM at the address mentioned in Column (1) above.
10.	Date, Time and Place of opening of Price Bids	Will be intimated only to the Technically Qualified Bidders

3. General Instructions

3.1 General

a) The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Tender. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid.

b) It will be imperative for each Bidder(s) to familiarise itself/ themselves with the prevailing legal situations for the execution of contract. Salem DeGS shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.

c) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by Salem DeGS. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.

d) The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.

e) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.

f) The Bidder shall make all arrangements as part of the contract to supply, commission and train the beneficiaries at various locations at their own cost and transport.

g) The Bidder should be fully and completely responsible to Salem DeGS and State Government for all the deliveries and deliverables.

3.2 Clarifications in the Tender

a) A prospective Bidder requiring any clarification in the Tender may notify by letter or by Fax or by E-mail to (edm.salem2014@gmail.com) to encourage paper free e-mail communication.

b) The responses to the clarifications will be notified in the websites by means of Corrigendum to the Tender Document. It would be advantageous to commence e-mail contact with edm.salem2014@gmail.com to register your e-mail id.

3.3 Amendments to the Tender

a) A Pre-bid meeting will be held for addressing the clarifications on the date and time mentioned in the Tender Data Sheet or any other date to be decided by Salem DeGS. The Bidders are requested to participate in the Pre-bid meeting and get the clarifications.

b) Before closing of the Tender, clarifications and amendments if any will be notified in the websites mentioned in the Tender Schedule. The Bidders periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. Salem DeGS will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.

c) No clarifications would be offered by within 48 hours prior to the due date and time for opening of the Tender.

d) Before the closing of the Tender, Salem DeGS may amend the Tender document as per requirements or wherever feels that such amendments are absolutely necessary.

e) Amendments also may be given in response to the queries by the prospective Bidders.

f) Such amendments will be notified in the websites mentioned in the tender schedule.

g) Salem DeGS at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.

h) Salem DeGS is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidders failure to update the Bid documents on changes announced through the website.

3.4 Language of the Bid

The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English duly notarised, in which case, for all purposes of the bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

3.5 Bid Currency

Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

3.6 Contacting Tender Inviting Authority

a) Bidders shall not make attempts to establish unsolicited and unauthorised contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the Bidder.

b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from Bidders relating to the tenders submitted by them during the evaluation of tenders.

3.7 Force Majeure

Neither the Purchaser / nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

- Natural phenomena including but not limited to earthquakes, floods and epidemics.
- Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
- Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

3.8 Arbitration

In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the Chairman, District e-Governance Society under the "Arbitration and Conciliation Act 1996". The arbitration shall be held in Salem, TamilNadu, India and the language shall be English only. Subject to the above, the Courts at Salem alone only shall have jurisdiction in the matter.

4. Eligibility Criteria

The Bidders should have the following Eligibility for participating in the Tender. The Bidders should enclose documentary evidence for fulfilling the Eligibility in the Technical Bid. **If a bidder fails to enclose the documentary proof for eligibility, their bid will be summarily rejected**.

4.1 Eligibility

	Eligibility Conditions	Documentary Proof to be submitted
1	The Bidder should be a Company registered in India under the Indian Companies Act 1956 or a Registered Partnership Company / Firm or a Sole Proprietary Firm and existing for the past 3 years as on 31/07/2015	**a) In case the Bidder is a Registered Company in India, they should produce the copy of the Certificate of Incorporation.** b) In case the Bidder is a Registered Partnership Company / Firm, they should produce the copy of Registered Partnership Deed. c) In case the Bidder is a Sole Proprietary Firm, they should produce the copy of VAT Registration Certificate / Service Tax Registration Certificate.
2	LAN COMPONENTS Manufacturer / authorized Representative or dealers are eligible to apply. (The authorised dealers to produce authorization letter from the manufacturer for supply and after sales service support commitments in the prescribed format.)	Letter of Authorisation from the manufacturer to represent their product for this Tender.
3	Bidder should have 3 years of existence in the LAN Cabling with Components manufacturing / sales of IT products / UPS Cabling and Wiring as on 31.10.15	Copy of Purchase Orders and Completion Certificates executed for any Organisation in India before 31.10.2012.
4	The Bidder should have an Average Annual Turnover of **Rs. 50 Lakhs** and above in the last successive three Audited Financial years.	Copies of the Audited Balance sheets and Profit and Loss account for the last 3 Financial years.
5	Bidder should have executed orders worth of atleast **Rs. 1.0 Lakh** for the supply installation and commissioning of LAN Cabling / UPS Cabling and Wiring for any State/Central Government Dedpt/organisations / PSU in Tamil Nadu in one or more years of 2015-16/2014-15/2013-14/2012-13.	Relevant copies of Purchase Orders obtained and completion/ performance certificate obtained from the customers

	Eligibility Conditions	Documentary Proof to be submitted
6	Bidder /manufacturer should have ISO 9000:2008 / ISO 9001:2008 certified manufacturing facility	Should produce copies of valid ISO 9000:2008 / ISO 9001:2008 certificate for OEMs manufacturing facility.

5. SPECIFICATIONS
Active Component - Make: DLINK/DAX/CISCO/NORTEL/ALCATEL/DIGISOL/HP

1. Specification of 8 port 10/100 switch

- Shall support 8# 10/100Mbps
- Shall support Auto MDI/ MDIX on all 8 ports
- Shall support 802.3x Flow Control
- Shall support Back Pressure function for Half Duplex operation
- Shall support Data forwarding rate 14,880 pps per port at 100% of wire speed for 10Mbps speed & 148,800 pps per port.
- Shall support Broadcast storm control
- Shall support auto learning with minimum Aging Time: 300 seconds
- Shall support Non-blocking 1.6 Gbps back plane bandwidth
- Shall support Auto detection of Full duplex / Half Duplex on all ports
- Shall support Dynamic address Learning /Filtering

Transmission Method

- Store and forward mode switching

Standards

- IEEE 802.3
- IEEE 802.3u
- IEEE 802.3x

Management

- LED indicators for indicating Power status, and Link / Activity status of each port.
- Support external power adapter with standard Indian type power plug
- Shall consume power less than 3 watts.
- OEM should have a toll free number.

2. Specification of 16 port 10/100 switch

- Shall support 16 # 10/100Mbps RJ-45 ports
- Shall support Auto MDI/ MDIX on all 16 ports
- Shall support Non-blocking 3.2 Gbps back plane bandwidth
- Shall support Data forwarding rate 14,880 pps per port at 100% of wire speed for 10Mbps speed & 148,800 pps per port.
- Shall support Back pressure flow control for half-duplex
- Shall support Auto detection of Full duplex / Half Duplex on all ports
- Shall support Wire - Speed Reception and Transmission.
- Shall support Integrated address Look-Up Engine
- Shall support operating temperature of Operating: 0 ~ 55 degree C

Transmission Method

- Store and forward mode switching

Standards

- IEEE 802.3
- IEEE 802.3u
- IEEE 802.3x

Management

- LED indicators for indicating Power status, and Link / Activity status of each port.
- Support external power adapter with standard Indian type power plug
- Shall comply to FCC Class B, CE mark Class B, VCCI-B
- OEM should have a toll free number.

3. Specification of 24 10/100 port unmanaged switch

- Shall support 24# 10/100Mbps
- Shall support Auto MDI/ MDIX on all 24 ports
- Shall support 802.3x Flow Control
- Shall support Back Pressure function for Half Duplex operation
- Shall support Data forwarding rate 14,880 pps per port at 100% of wire speed for 10Mbps speed & 148,800 pps per port.
- Shall support Broadcast storm control
- Shall support Non-blocking 4.8 Gbps back plane bandwidth
- Shall support Auto detection of Full duplex / Half Duplex on all ports
- Head-of-Line Blocking prevention
- Operating Temperature shall be 0° C to 50° C.

Transmission Method

- Store and forward mode switching

Standards

- IEEE 802.3
- IEEE 802.3u
- IEEE 802.3x

Management

- LED indicators for indicating Power status, and Link / Activity status of each port.
- Support Internal power supply ranging 90-260V AC input
- OEM should have a toll free number.

4. Specification for 24 port 10/100 Layer 2 Managed Switch with GBIC ports

Ports:

- Layer 2 Managed-24-port 10/100 TX
- Shall have 2 fixed 1000 T Ports shared with 2 Mini GBIC ports.
- The Mini GBIC ports shall support fiber modules including 1000SX, 1000LX, 1000LHX, 1000ZX.
- Should support maximum of 2 # 100FX ports without using external media converter.

Transmission method:

- Store and forward switching
-

Performance:

- Switch shall support a backplane bandwidth of 12.8 Gbps.
- Shall support throughput of 6.6 Mpps
- All ports should support Auto MDI/MDI-X Configuration
- Shall be stackable in nature
- Shall support stacking of 32 units Via IP clustering with Single IP management
- Shall support IPv6 ready features
- Shall support dual stack of IPv6 / Ipv4
- Shall support port mirroring for both One to One and Many to One.

VLAN:

- Shall support VLAN based on IEEE 802.1Q
- Shall support 4K VLAN Ids and 255 VLAN groups.
- Shall support Port based VLAN
- Shall support Private VLAN
- Shall support Port Isolation
- Shall support GVRP.

Link aggregation:

- Shall support Link aggregation as per IEEE 802.3ad
- Shall support 14 Trunk groups and 8 ports per trunk

Spanning tree:

- Shall support IEEE 802.1d spanning tree
- Shall support IEEE 802.1w Rapid spanning tree
- Shall support IEEE 802.1 multiple spanning tree

Multicast:

- Shall support IGMP multicasting features including IGMP snooping v1/ v2/ v3

Security:

- Shall support RADIUS
- Shall support 802.1X and MAC based authentication and IP+MAC+VID binding for different access clients
- Shall support management control by AAA and CPU processed traffic control
- Support sFlow to management traffic flow

Access Control List:

- Shall support Standard and Extended ACL
- Shall support 512 ACL entries
- Shall support IP ACL based on source/destination IP, IP protocol, IP priority (DSCP, TOS, and Precedence), TCP, UDP source and destination port.
- Shall support MAC ACL based on Source and destination MAC, VLAN ID.
- Shall support IP-MAC ACL based on MAC ACL and IP ACL combination.
- Shall support Time based ACL
- Shall support VLAN based ACL

Quality of Service:

- Shall support IEEE 802.1p
- Shall support 4 priority queues
- 64 Kbps Step Granular rate limiting for Bandwidth management.
- Shall support strict priority, WRR.

Ipv6 Features:

- IPv4/IPv6 Dual Protocol Stack
- IPv6 unicast address types
- IPv6 multicast address types
- ICMPv6 RFC 2463
- IPv6 Neighbor discovery protocol
- ICMPv6 Redirect
- IPv6 Stateless Auto Configuration as per RFC2462
- IP Version 6 Addressing Architecture (RFC2373)
- Transmission of IPv6 Packets over Ethernet Networks (RFC2464)
- MLD v1/v2 Snooping
- SNMP over IPv6
- HTTP over IPv6
- IPv6 SNTP support
- IPv6 Telnet support
- IPv6 ACL

Standards

- IEEE 802.3
- IEEE 802.3u
- IEEE 802.3x
- IEEE 802.3z
- IEEE 802.1p
- IEEE 802.1q
- IEEE 802.1d
- IEEE 802.1w
- IEEE 802.1S
- IEEE 802.1x
- IEEE 802.3ad

Configuration and Management:

- SNMP Management, SNMP v1/ v2/v3
- Web Management and configuration
- Command Line Interface (CLI)
- Telnet
- RS-232 console
- Shall support Syslog
- DHCP Server / Client, DHCP snooping, DHCP Option 82.
- Layer 2 Trace route.
- LEDs for diagnostics

OEM criteria

- OEM should have a toll free no
- OEM Should have service center in Chennai/Tamilnadu.
- OEM should have direct presence in India atleast for 10 Years.
- OEM should have ISO 14001 Certificate.
- OEM should have warehouse in Chennai/Tamilnadu

5. Specification of 24 port 10/100/1000 Mbps Unmanaged switch

Switch ports

- Switch should have 24 fixed 10/100/1000Mbps ports
- Auto MDI/ MDIX on all 24 ports

Transmission Method

- Store and forward mode switching.

Performance

- Non-blocking 48 Gbps back plane bandwidth
- Should support throughput of 36 Mpps.
- Should support Back pressure flow control for half-duplex
- Head of Line (HOL) blocking prevention
- Broadcast Strom prevention
- Dynamic address Learning /Filtering

Standards

- IEEE 802.3 10Base-T
- IEEE 802.3u 100Base-TX
- IEEE 802.3x standards
- IEEE 802.3ab 1000BASE-T

Management:

- LED indicators should be available for indicating Power status and Link/ Activity status of each port, Full duplex and line speed for each port
- Should be space saving model making it ideal for placing in a desktop.
- Should be 19" Rack Mountable
- Total power consumption of 35 Watts(Max)
- OEM Should have a toll free no.

6. Specification for 24 port Layer 2 Web Managed Switch with GBIC ports

Ports:

- Layer 2 Managed-24-port 10/100 TX
- Shall have 2 fixed 1000 T Ports shared with 2 Mini GBIC ports.
- The Mini GBIC ports shall support fiber modules including 1000SX, 1000LX, 1000LHX, 1000ZX.

Transmission method:

- Store and forward switching

Performance:

- Switch shall support a backplane bandwidth of 12.8 Gbps.
- Shall support throughput of 6.6 Mpps
- All ports should support Auto MDI/MDI-X Configuration

Features:

- Shall support Port based VLAN IEEE 8021.q
- Shall support IEEE 802.1P , Port based QOS
- Shall support Link aggregation. Minimum two trunks should be available.
- Shall support IEEE 802.3x flow control for full duplex and back pressure for half duplex operation.
- Shall support port mirroring.

Standards

- IEEE 802.3
- IEEE 802.3u
- IEEE 802.3x
- IEEE 802.3z
- IEEE 802.3x
- IEEE 802.1p
- IEEE 802.1q

Configuration and Management:

- Web Management and configuration
- LEDs for diagnostics
- In-built power supply.
- 19" Rack mountable.

OEM criteria

- OEM should have a toll free no
- OEM Should have service center in Chennai/TamilNadu.
- OEM should have direct presence in India atleast for 10 Years.

7. Specification for 24 port 10/100/1000 Layer 2 Managed Switch with GBIC Ports

Ports:

- Switch shall support maximum of 26-port 10/100/1000T ports simultaneous operational ports.
- Shall support 4 Shared SFP slots to load 1000T / 1000SX/ 1000LX/1000LHX/1000ZX ports
- Shall support Maximum of 4 # 100FX ports without using External media converter.

Transmission method:

- Store and forward switching.

Performance:

- Should support a minimum back plane bandwidth of 60 Gbps with the available
- Should support a minimum throughput of 38.6Mpps
- Provides 32 trunk groups of up to 8 member ports
- Should be stackable in nature.
- Should support atleast 32 units per stack.
- Should support single IP Management.
- Should support IPv6 Ready features with dual stack.
- Should support DHCP snooping/relay/optional 82/server for IPv4 and IPv6
- Should support Sflow

VLAN:

- IEEE 802.1Q VLAN tagging
- Should support Port based and Private VLAN
- Should support GVRP
- Support 255 LAN groups and 4K VLAN IDs

Mulitcast:

- Should support IGMP v1/v2/v3 Snooping

Spanning tree:

- Shall support IEEE 802.1d spanning tree
- Shall support IEEE 802.1w Rapid spanning tree
- Shall support IEEE 802.1 multiple spanning tree

Quality of Service:

- Should support for IEEE 802.1p CoS
- Classification of information in the MAC, IP, and TCP/UDP headers
- IEEE 802.1P priority Queuing.
- Should support Diffserv
- Should Support SP, WRR, SWRR
- Should support hybrid queuing with SP+WRR
- IPv6 DSCP

Security:

- IEEE 802.1x
- Support 802.1X and MAC based authentication and IP+MAC+VID binding for different access clients
- Support management control by AAA and CPU processed traffic control
- User Authentication using standard based RADIUS server
- ACL to restrict access to sensitive network resources.

Layer 3 functionality:

- Shall support IP Static routing
- Shall support minimum of 512 static routes.

IPv6 Features:

- IPv4/IPv6 Dual Protocol Stack
- IPv6 unicast address types
- IPv6 multicast address types
- ICMPv6 RFC 2463
- IPv6 Neighbor discovery protocol
- ICMPv6 Redirect
- IPv6 Stateless Auto Configuration as per RFC2462
- IP Version 6 Addressing Architecture (RFC2373)
- Transmission of IPv6 Packets over Ethernet Networks (RFC2464)
- MLD v1/v2 Snooping
- SNMP over IPv6
- HTTP over IPv6
- IPv6 SNTP support
- IPv6 Telnet support
- IPv6 ACL

Standards:

- IEEE 802.3
- IEEE 802.3u
- IEEE 802.3z
- IEEE 802.3x
- IEEE 802.1p
- IEEE 802.1Q
- IEEE 802.3ad
- IEEE 802.1D
- IEEE 802.1s
- IEEE 802.1w
- IEEE 802.1x

Configuration and Management:

- SNMP Management v1/v2/v3

- Web based Management and configuration.
- Industrial standard Command Line Interface (CLI) based configuration.
- RS-232 console
- Telnet
- LEDs for diagnostics

OEM criteria

- OEM should have a toll free no
- OEM Should have service center in Chennai/TamilNadu.
- OEM should have direct presence in India atleast for 10 Years.
- OEM should have ISO 14001 Certificate.
- OEM should have warehouse in Chennai/TamilNadu.

Passive Component: Make AMP/Krone/Systimax/DAX/MOLEX/D-Link

8. Copper Cabling

CAT 6 Cable

1. Standard Length : 305 Meters (1000 Feet)
2. 4 Pair Twisted Cable
3. Tangle free cable pack in pull free corrugated box
4. Support for Fast and Gigabit Ethernet, IEEE 802.3/5/12, Voice, ISDN, ATM 155 & 622Mbps.

Physical Specification:

1. Conductor : 23 AWG Annealed bare solid copper
2. Insulation : High Density Polyethylene
3. Core Colour : -
4. Pair 1 : White - Blue
5. Pair 2 : White - Orange
6. Pair 3 : White - Green
7. Pair 4 : White - Brown
8. Sheath : Fire Retardant PVC Compound (FRPVC)
9. Should be Tested upto 550Mhz
10. 4 twisted pairs separated by internal X shaped, 4 channel, polymer spine / full separator. Half shall not be accepted.
11. Approx. Cable OD : 6.2 mm
12. Sheath Colour : Grey
13. Operating Environment : Indoor
14. Flame Rating : 60 deg.C As per UL 1685 CM

Electrical Specification : (at 250 MHz)

1. Standards : TIA / EIA 568 B.2-1
2. Impedance : 100Ohms +/- 4%
3. (NVP) Velocity of Propagation : 62.10% min. @ 250 MHz Approx
4. Delay Skew : 45 ns /100 mtrs. max. @ 20 deg. C, for 1 MHz~250 MHz Approx.
5. Propagation Delay : <=536 ns / 100 mtrs. max. @ 20 deg. C, @ 250 MHz
6. DC Resistance: <= 9.38 ohm / 100 mtrs. max. @ 20 deg. C
7. Mutual Capacitance: 5.60 nF / 100 mtrs. max. Approx

9. Patch Panel 24/16 Port

- Rack Mount 24/16 Port Patch Panel
- 110 wiring block at rear end & RJ 45 jack on front panel
- The modules should have high quality PCB
- The IDC should have 45 degree contact
- 19" rack mountable and shuttered with cable manager
- Should conform or exceed the EIA/TIA 568 B.2-1 standards for CAT6
- Metallic high strength & 1U height, should have routing rings, ties, labeling strips for identification

10. CAT 6 UTP Patch Cord- 3 Feet

Patch cord 3 Feet

- Should conform or exceed the EIA/TIA 568 B standards for CAT 6 Factory molded boots on RJ 45 plugs at both ends
- compliance with Cat 6 standards of ISO/IEC 11801, EIA/TIA 568, EN50173 and UL, ETL,3P
- Length - 3 feet/1m
- Should have flexible Molded Boot

11. CAT 6 UTP Patch Cord- 7 Feet

- Should conform or exceed the EIA/TIA 568 B standards for CAT 6 Factory molded boots on RJ 45 plugs at both ends
- compliance with Cat 6 standards of ISO/IEC 11801, EIA/TIA 568, EN50173 and UL, ETL,3P
- Length – 7 feet/2m
- Should have flexible Molded Boot

12. Face Plate with Cat-6 Keystone I/O – Single Socket

- Shuttered and angular flush mount wall plate to hold Keystone jack Cat 6 modules
- Screw cap design for better looking fronts
- Suitable for use with all RJ45 installations including CAT 5, CAT 5e and CAT 6.
- Single wall plate, fits on to a single gang wall pattress and has space for one RJ45 sockets
- With Blanking spacer if required
- Single Gang
- Moulded PVC-U
- Tough shatter resistant PVC
- Designed for ease of use
- Uncluttered internal design
- Cat 6 Keystone Jack (Female RJ45 Jack)
- Performance to met TIA/EIA-568-B.2-1 specifications

Passive Component

13. Fiber Cable - AMP/Krone/Systimax/DAX

12/6 Core Fiber Cable MM 50/125micron

- Multi Mode Fiber to support 850 nm & 1300 nm wavelengths, 50/125 micron graded index, anti rodent, fibre should be protected inside jelly filled loose tube armoring with acrylic coated good quality steel, should conform or exceed the EIA/TIA 455, EIA/TIA 568 , ISO

11801 & ICEA-640 standards for Fiber and cable performance specifications.

- Different tube colour coded for easy identification.
- ECCS armour followed by a jacket of polyethylene. Over the armour, water blocking powder applied for water tight cable.
- The fiber core should be ITU 651 specification, should support Gigabit.
- Should have dual jacket, HDPE inner jacket and PE Outer Jacket with UV compliant. The OD should be 15.2mm

Optical Performances

- Numerical Aperture - <0.20+ 0.015micron
- Core Dia - 50 + 3micron
- Clad Dia - 125 + 2micron
- Clad non circularity - <1%
- Core non circularity - <=5%
- Core Concentricity - <=1.5micron
- Coat Dia - 245+8micron
- Coat concentricy - 12.0micron
- Attenuation
- @ 850nm - <2.5db/km
- @ 1300 nm - <0.6db/km
- Bandwidth
- @ 850nm - >500Mhz/km
- @ 1300 nm - >500Mhz/km

14. Fiber Patch Panel (LIU)

- Mode availability 12 Port and 24 Port Fiber Patch Panel
- Rack mount with 1 U height
- Made of powder coated steel.
- Have slots on front panel to accommodate SC/LC adapters
- Should have fiber management provision inside
- Should have earthling lugs, splicing tray with sleevs, two set of moon cable routing and other accessories.
- Panel cover should be slide out for easy maintenance
- Dimensions : 19” X 11” X 1 U Approx.
- Fiber SC Adaptors
- To be fitted in the Supplied LIU
- Dimensions : 0.71”X0.37”
- ST Adaptor Sleeve

15. Fiber Patch Cord / Pigtail - MM

Fiber Patch Cord SC-LC / SC-SC

- SC to LC / SC to SC
- SC Pigtail / LC Pigtail
- 9/125 micron SM fiber / 50/125 micron MM Fiber
- Duplex
- 3 meter in length

16. Fiber Optic Connectors - MM

- Connector Type:- ST-Style
- Operating temperature:- -40 Degree C to +85 Degree C

- Durability & color
- MM connectors:- 500 cycles, Beige
- SM connectors:- 220 cycles, Blue
- Ferrules:- Pre-radiused Ceramic Ferrules
- Attenuation:- Not more than 0.75 dB per mated pair

17. DIGGING

- Any Digging work should must be 1.0 mtr depth wherever digging is required. Only GI pipe should be used for underground Cabling

18. 12/6 Core Fiber Cable - SM

9/125micron

• Single Mode Fiber to support 1310 nm & 1550 nm wavelengths, 9/125 micron graded index, anti rodent, fibre should be protected inside jelly filled loose tube armoring with acrylic coated good quality steel, should conform or exceed the EIA/TIA 455, EIA/TIA 568 , ISO 11801 & ICEA-640 standards for Fiber and cable performance specifications.
• **Attenuation** : not more than 0.38 dB/km at 1310 nm and 0.25 dB/km at 1550 nm using ITU 652D fiber core
• The Single Mode Fiber cores should be Low Water Peak.
• Different tube colour coded for easy identification.
• ECCS armour followed by a HDPE jacket, UL Compliant. Over the armour, water blocking powder applied for water tight cable.

Optical characteristics

Parameter / Unit / specification
1. Cladding Diameter / µm / 125.0 ± 1.0
2. Cladding Non-Circularity / % / ≤ 1.0%
3. Coated Fiber Diameter / µm / 235 to 255
4. Core/Cladding Concentricity Error / µm / ≤ 0.8
5. Mode Field Diameter / µm / 9.3 ± 0.5 @ 1310 nm
6. Coating/cladding concentricity error / µm / ≤ 12
7. Minimum Proof Strength Strain / GPa% / 0.70 (100 kpsi)
8. Fiber Curl / M / > 4
9. Zero-Dispersion Wavelength / Nm / 1300 to 1324
10. Zero-Dispersion Slope / ps/nm2-km / ≤ 0.092
11. Maximum Dispersion / ps/nm-km
    1285-1330 / ≤ 3.5
    1550 nm / ≤ 18
12. Polarization Mode / ps/√km / ≤ 0.2
    Dispersion Coefficient / @ 1310 nm & 1550 nm
13. Fiber Macrobend / dB / ≤ 0.05@ 1310 nm
    (100 turns. 60 mm dia.) / ≤ 0.10@ 1550 nm
14. Fiber Macrobend / dB / ≤ 0.5 @ @ 1550 nm.
    (1 turn @ 32 mm diameter)"
15. Coating Strip Force / N / 1.3 ≤ F ≤ 8.9
16. Dynamic Tensile Strength / Kpsi / Unaged :>550 (3.8 GPa)
Aged :>440 (3.0 GPa)"

19. Fiber Optic SC Adaptors - SM

• To be fitted in the Supplied LIU
• Dimensions : 0.71”X0.37”
• Singlex SC Adaptor with Zirconia Sleeve

20. Fiber Optic Patch Chord/ Pigtail - SM

20.1 Fiber Patch Cord SC-SC
• SC to SC / SC for pigtail
• 9/125 micron SM fiber
• Duplex for Patch cord and Simplex for Pigtail
• 3 meter in length for patch cord and 1.5mtrs for Pigtail.

20.2 Fiber Patch Cord SC-LC
• SC to LC
• 9/125 micron SM fiber
• Duplex
• 3 meter in length

21. Fiber Optic Connectors - SM

Connector Type:- SC-Style, Simplex
Operating temperature:- -40 Degree C to +85 Degree C
Durability & color
MM connectors:- 500 cycles, Beige
SM connectors:- 220 cycles, Blue
Ferrules:- Pre-radiused Ceramic Ferrules
Attenuation:- Not more than 0.75 dB per mated pair

Important Note :

1. 1.5 mtrs of gap should be maintain for LAN wiring in between Electrical Wiring.
2. More than 5000 metres of cable laying PENTA SCAN report should be submitted along with completion Certificate.

22. Specifications for Network Racks

Rigid frame that can be fixed on the wall
Depth – 450mm or higher
Front section with glass door and lock
Plastic / Rubber Closure for cable entry holes
Hardware Screw pocket included

6. Bid Preparation and Submission

6.1 Cost of Bidding

The Bidders should bear all costs associated with the preparation and submission of Bids. Salem DeGS will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

6.2 Tender Document Fe e

a) The Tender Documents may be directly purchased from Salem DeGS on payment of fees as mentioned in the Tender Schedule. The Tender document cost may be paid by way of Demand Draft / Banker's Cheque in favour of Salem District e Governance Society.
b) Alternatively the Tender Documents can be downloaded free of cost from the websites mentioned in the Tender Schedule. The Tender document fee is waived for such downloaded documents.

6.3 Earnest Money Deposit (EMD)

a) An EMD amount as specified in the Tender Schedule should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "Salem District e-Governance Society, payable at Salem District HQ.. The Demand Draft or Banker's Cheque should be deposited physically at Salem DeGS before the date and time of opening of the Tender. The EMD in the form of Bank Guarantee is not acceptable.

b) The EMD of the unsuccessful Bidders will be returned at the expense of the Bidders within a reasonable time in consistent with the rules and regulations in this behalf. The EMD amount held by Salem DeGS till it is refunded to the unsuccessful Bidders will not earn any interest thereof.

c) The EMD amount of the Successful Bidder can be converted as part of the Security Deposit (SD) for successful execution of the work and will be returned only after the successful fulfilment of the Contract.

d) The EMD amount will be forfeited by Salem DeGS, if the Bidder withdraws the bid during the period of its validity specified in the tender or if the Successful Bidder fails to sign the contract or the Successful in bidder fails to remit Security Deposit within the respective due dates.

6.4 Letter of Authorisation

A letter of Authorisation from the Board of Directors / appropriate authority authorising the Tender submitting authority or a Power of Attorney should be scanned and submitted in the Tender, otherwise the Bids will be summarily rejected.

6.5 Two Part Bidding

Bidders should examine all Instructions, Terms and Conditions and Technical specifications given in the Tender document. Failure to furnish information required by the Bid or submission of a Bid not substantially responsive in every respect will be at the Bidders risk and may result in rejection of Bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be non-responsive and will be rejected.

6.5.1 Technical Bid Form (Envelope-A)

a) The Technical Bid format as given in the Tender shall be filled, signed and stamped on all pages. Errors if any shall be attested by the Bidders. The Technical Bid shall not contain any indications of the Price otherwise the Bid will be summarily rejected.

b) The Technical Bids shall be typed, signed and stamped in all pages by the authorised signatory of the Bidder. Any alternations, deletions or overwriting shall be attested with full signature of the authorised signatory.

c) The Technical Bid with supporting documents and the EMD cover should then be put in a separate cover and sealed appropriately. The Technical Bid cover should be superscribed as **"Technical Bid (Envelope-A) for supply and installation of LAN Network components *Tender no. Salem /OT/DeGS/ LAN/ 2015-16* due on 18/12/2015 @ 3.00 PM".** The "FROM Address" and "TO Address" should be clearly written in the cover otherwise the Bid is liable for rejection.

d) The bidders should submit the details of make and model of the items offered against the tender requirement.

6.5.2 Price Bid Form (Envelope-B)

a) All the Price items as asked in the Tender should be filled in the Price Bid Format as given in the Tender.

b) The price quoted by the Bidder shall include cost and expenses on all counts viz. cost of equipment, materials, tools/ techniques/ methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses,

etc and any other cost involved in the supply and commissioning.

c) The Price Bid Form should not contain any conditional offers or variation clauses, otherwise the Bids will be summarily rejected.

d) The Prices quoted shall be only in **INDIAN RUPEES (INR) only.** The tender is liable for rejection if Price Bid contains conditional offers.

e) The Price Bid shall be typed and shall be signed by the authorised signatory in all pages. Any alterations, deletions or overwriting shall be attested with full signature of the authorised signatory.

f) The cost quoted by the Bidder shall be kept firm for a period specified in the Tender from the date of opening of the tender. The Bidder should keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase of duties / taxes payable to the Governments in India within the stipulated delivery period. The Bidders should particularly take note of this factor before submitting the Bids.

g) The Price Bid shall be placed in a separate cover (Envelope-B) and sealed appropriately. The Price Bid cover shall be superscribed as **"Price Bid (Envelope-B) for supply and installation of LAN Network components *Tender no. Salem /OT/DeGS/ LAN/ 2015-16* due on 18/12/2015 @ 3.00 PM".** The "FROM" address and "TO" address shall be written without fail otherwise the Price Bid is liable for rejection.

6.6 Bid closing date and time

The Bids should be submitted not later than the date and time specified in the Tender Schedule or Corrigendum if published. Even if the Bid submission is in half way through during the closing date and time, submission would not be possible. Hence the Bidders should be cautious to submit the Bids well in advance to avoid disappointments.

6.6.1 Outer Cover

The Technical Bid cover including EMD (Envelope-A) and Price Bid cover (Envelope-B) shall then be put in a single outer cover and sealed appropriately by use of sealant. The outer cover shall be superscribed as "**Tender for supply and installation of LAN Network components *Tender no. Salem /OT/DeGS/ LAN/ 2015-16* due on 18/12/2015 @ 3.00 PM".** The "FROM" address and "TO" address shall be written without fail otherwise the Technical Bid is liable for rejection.

6.7 Mode of Submission of Bids

a) The Bids should be submitted strictly as specified in the Tender document. The Bids should be dropped at Salem DeGS, District Collectorate on or before the due date and time. The Bids will not be received personally.

b) If the Bidder prefers to submit the Bid by post, the Bidder should ensure that the Bid reaches to the Salem DeGS on or before the due date and time. Salem DeGS will not be liable or responsible for any postal delay or any other delay whatsoever.

c) If any Bid is received after Due Date and Time or unsealed or disorderly submitted or received by Facsimiles (FAX), the Bid will be treated as non responsive.

6.8 Modification and withdrawal of Bids

The Bids once submitted cannot be modified or amended or withdrawn. No documents would be supplemented after submission of Bids.

7. Tender opening and Evaluation

7.1 Technical Bid Opening

The Technical Bid will be opened on the date and time as specified in the Tender schedule in the presence of those Bidders, who choose to be present against production of an authorisation letter from the Bidding authority. A maximum of two representatives for each Bidder would be allowed to attend the Tender opening.

7.2 Tender Validity

The offer submitted by the Bidders should be valid for a minimum period of 90 days from the date of opening of the Tender. **The Rate Contract** will be valid for **ONE year** from the date of signing of the contract or agreement/date of release of the first Purchase order. However Salem DeGS reserves the right to extend or short close the Tender validity period if situation warrants to benefit the Government.

7.3 Initial Scrutiny

Initial Bid scrutiny will be conducted and incomplete details as given below will be treated as non-responsive.
If Tenders are;

1.not submitted in two parts as specified in the Tender
2.received without the Letter of Authorisation
3.received without EMD amount
4.are found with suppression of details
5.with incomplete information, subjective, conditional offers and partial offers
6.submitted without support documents as per the Eligibility Criteria and Evaluation Criteria
7.non-compliance of any of the clauses stipulated in the Tender
8.lesser validity period

All responsive Bids will be considered for further evaluation.

The decision of Salem DeGS/Government will be final in this regard.

7.4 Clarifications by

When deemed necessary, Salem DeGS may seek bonafide clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, Salem DeGS may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder failed to comply with the /requirements of Salem DeGS as stated above, such Bids may at the discretion of Salem DeGS, shall be rejected as technically non-responsive.

7.5 Tender Evaluation

7.5.1 Suppression of facts and misleading information

a) During the Bid evaluation, if any suppression or misrepresentation is brought to the notice of Salem DeGS, Salem DeGS shall have the right to reject the Bid and if after selection, Salem DeGS would terminate the contract, as the case may be. Termination of the contract will be without any compensation to the Bidder and the EMD / SD, as the case may be, shall be forfeited.

b) Bidders should note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, Salem DeGS shall have the right to seek the correct facts and figures or reject such Bids.

c) It is up to the Bidders to submit the full copies of the proof documents to meet out the criteria. Otherwise, Salem DeGS at its discretion may or may not consider such documents.

d) The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.

7.5.2 Technical Bid Evaluation

a) A Technical Committee will examine the Technical Bids against the Eligibility Criteria and Evaluation Criteria given in the Tender document. The evaluation will be conducted based on the support documents submitted by the Bidders. The documents which did not meet the eligibility criteria in the first stage of scrutiny will be rejected in that stage itself and further evaluation will not be carried out for such bidders. The eligible Bidders alone will be considered for further evaluation.

7.5.3 Price Bid Evaluations

a) The Price Bids of the Technically Qualified Bidders alone will be opened and evaluated. The Price Bid should include all expenses towards this Tender.

b) All the taxes indicated in the Price Bid will be taken for the Price Bid evaluation as per the Tamil Nadu Transparency in Tender Rules 2000 with latest amendments.

c) As this is a rate contract, the following method of price evaluation will be adopted.

1) The Price Bid Evaluation shall include all Customs Duty, Central Excise Duty and Value Added Tax (VAT) and Warranty Cost(3years) as part of the price as detailed below:

2) In evaluation of the price of an imported item, the price shall be determined inclusive of the customs duty with Counter Veiling Duty (CVD).

3) In evaluation of the price of item is subject to excise duty, the price shall be determined inclusive of such excise duty.

4) In respect of VAT, where all the bidders are from within the State of Tamil Nadu or where all the bidders are from outside the State of Tamil Nadu, the VAT will be included in the price bid evaluation.

(OR)

Where the bidders are from the State of Tamil Nadu as well as from outside the State of Tamil Nadu, the Value Added Tax (VAT) shall be excluded, but Central Sales Tax (CST) shall be included for evaluation.

d) The total cost excluding applicable Local Taxes and including all other duties and charges (Such as Excise Duty, Customs Duty, Installation Charges etc., as per the guidelines stated above) of individual items will be taken for Price Bid evaluation. Though the 4th and 5th year Annual Maintenance Charges are not included in the price bid evaluation, the L1 Bidders have to match the lowest AMC Charges for the 4th and 5th year quoted by other Bidders.

e) The bidder should quote for all the items. Failure to submit the price for all the items or partial offer will be liable for rejection of the bid itself. The prices will be evaluated item wise. The decision of Salem DeGS will be the final.

f) The L1 Bidder as well as all the Technically Qualified Bidders will be negotiated to match L1 Price. If more than one Bidder matches the L1 Price, then order may be placed more than one Bidder, who matches the L1 Price. However, preference will be given to the L1 Bidder. The L1 Bidder will be given an order value more than the other Bidders, who matches the L1 Price. The decision of Salem DeGS will be the final.

g) All the Bidders, who selected after the Price Bid evaluation will be called as Successful Bidders.

7.5.4 Evaluation of L1 Bid

This tender is invited for providing LAN connection in Revenue department offices in the district. Though we have indicated many LAN Components in Specification and Price list, all the items may not be required for all the offices, After making the site survey, the successful bidder has to prepare the Sketches, Drawings and arrive at the type of LAN components and cabling is required. The L1 bidder will be arrived as follows,

SN	Description	Qty		Amount
1	Cost of 24 port 10/100/1000 unmanaged switches	2 Nos	=	X
2	Cost of Cat6 cable Laying cost (Concealed in PVC Pipe)	800mts	=	Y
3	Cost of Keystone Face plate I/O as per Tender	40Nos	=	Z

L1 BIDDER will be arrived by adding all the above X+Y+Z (Value all inclusive as per Tender Act). Anyhow item wise L1 will be arrived by matching the L1 rate offered for each component.

7.6 Negotiations

Negotiations will be conducted with all the Successful Bidders for improvement in the Scope of Work, Specification, further reduction in price and advancement of delivery schedule.

7.7 Award of Contract

1.Total quantity will be apportioned among the L1 Bidder and other Bidders who have agreed to match L1 rate, as per the provisions of Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000 and Terms and Conditions of the Tender.

2. No dispute can be raised by any Bidder who Bid has been rejected and no claims will be entertained or paid on this account.

7.8 Salem DeGS reserves the right to:

1. Negotiate with the Bidder whose offer is the lowest evaluated price for further reduction of prices.
2. Insist on quality / specification of materials to be supplied.
3. Modify, reduce or increase the quantity requirements to an extent of the tendered quantity as per the provisions of Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules, 2000.

4. Change the list of areas of supply locations from time to time based upon the requirement of the purchase.
5. Ask other qualified Bidders to match the L1 price as this is a rate contract tender.
6. If delivery performance of the Bidder is not as per the Schedule, then reserves the right to reallocate the quantity to other Bidder.
7. reserves its right to inspect the bidders' factory before or after placement of orders and based on the inspection, reserves a right to modify the quantity ordered.
8. reserves its right to withhold any amount for the deficiency in the service aspect of the ordered items supplied to the customers.

8. Execution of Work

8.1 Letter of Acceptance (LOA)

The final acceptance of the tender is entirely vested with Salem DeGS, who reserves the right to accept or reject, any or all of the tenders in full or in parts without assigning any reason whatsoever. The Tender Accepting Authority may also reject all the tenders for reasons such as change in Scope, Specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances. After acceptance of the Tender by Salem DeGS, the Successful Bidder shall have no right to withdraw their tender or claim higher price.

8.2 Letter of Acceptance (LOA)

After acceptance of the Tender by Salem DeGS, a Letter of Acceptance (LOA) will be issued to the Successful Bidder(s) by Salem DeGS. Under this rate contract, Salem DeGS has the right to issue LOA to more than one bidder.

8.3 Payment of Security Deposit (SD)

The successful Bidder will be required to remit a Security Deposit (SD) equivalent to **five percent** of the value of the order, inclusive of EMD by way of Demand Draft payable at Chennai or in the form of unconditional irrevocable Bank Guarantee valid for a period equivalent to the delivery period from the date of acceptance of the tender on receipt of confirmation from Salem DeGS. **The SD shall be paid within 7 days from the date of issue Letter of Acceptance (LOA) by** Salem DeGS**.** The SD furnished by the Successful Bidder in respect of the tender will be returned to them after successful fulfilment of work. The Security Deposit will be refunded to the Successful Bidder only after successful completion of the Purchase Order. The Security Deposit held by Salem DeGS till it is refunded to the Successful Bidder will not earn any interest thereof.
The Security Deposit will be forfeited if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the Tender or if the Bidder fails to sign the contract.

8.4 Execution of Contract

a) The Successful Bidder should execute a Contract in the INR 20 non-judicial Stamp Paper bought in Tamil Nadu only in the name of the Bidder **within one week** from the date of Letter of Acceptance issued by Salem DeGS with such changes/modifications as may be indicated by Salem DeGS at the time of execution on receipt of confirmation from Salem DeGS.

b) The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of Salem DeGS. Salem DeGS reserves its right to cancel the purchase order either in part or full, if this conditions is violated. If the Successful Bidder fail to execute the agreement, the SD of the Successful Bidder will be forfeited and their tender will be held as non-responsive.

c) The expenses incidental to the execution of the agreement should be borne by the Successful Bidder.

d) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of Salem DeGS and also Salem DeGS have the right to recover any consequential losses from the Successful Bidder.

8.5 Release of Purchase Order

After execution of the Contract and payment of Security Deposit, "**Firm Purchase Order"** for the supply and commissioning of Tendered items will be issued to the Successful Bidder by Salem DeGS. The supply and payment will be based on the Purchase Order(s) issued from time to time.

8.6 Refund of EMD

The EMD amount paid by the Successful Bidder(s) will be adjusted towards Security Deposit payable by them. If the Successful Bidder submits Security Deposit for the stipulated value in full by way of Bank Guarantee, the EMD will be refunded. The EMD amount of the Unsuccessful Bidder will be refunded after finalisation and issue of Firm Purchase Order to the Successful Bidder.

8.7 Release of SD

The Security Deposit will be refunded to the Successful Bidder on completion of entire supply subject to satisfaction of Salem DeGS . Such completion would be arrived at when the entire quantity is supplied by the Bidder as per the Contract Agreement and as per Purchase Order(s) issued by Salem DeGS from time to time.

8.8 Forfeiture of EMD and SD

a) If the successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited to Salem DeGS .

b) If the Successful Bidder fails to remit the SD, the EMD remitted by him will be forfeited to Salem DeGS and the tender will be held void.

c) If the Successful Bidder fails to act up on to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited by Salem DeGS .

8.9 Termination of Contract

8.9.1 Termination for default

a) Salem DeGS may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by Salem DeGS; or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, in the judgement of Salem DeGS, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

b) In the event Salem DeGS terminates the Contract in whole or in part, Salem DeGS may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to Salem DeGS for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

8.9.2 Termination for Insolvency

Salem DeGS may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Salem DeGS.

8.9.3 Termination for Convenience

Salem DeGS may by written notice, with a notice period of seven days sent to the Successful Bidder, Salem DeGS may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Salem DeGS's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful Bidder is not entitled to any compensation whatsoever.

8.10 Execution of Work Order

The Successful Bidder should nominate and intimate Salem DeGS, an Account Manager for Single Point of Contact (SPOC), who should be responsible for effective delivery of work complying with all the terms and conditions. The Successful Bidder should ensure that the Account Manager fully familiarises with the Tender Conditions, Scope of Work and deliverables.

8.11 Assigning of Tender whole or in part

The successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The Bidder should not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof without the written consent of Salem DeGS .

8.12 Liquidated Damages (LD)

A penalty will be levied at the rate specified in the Agreement Format for non-fulfilment of delivery schedule subject to the force Majeure conditions. Even If the work is not completed in full beyond this period, such performance may entail termination of contract and black listing of the Bidder from participating in any of the Salem DeGS's Tenders. This alone will not relieve the Bidder and the difference in cost of the items purchased through other Technically qualified Bidders or any other alternative sources will be recovered from the successful Bidder.

8.13 Penalty for Non-Fulfilment of Tender

A penalty will be levied at the rate specified in the Agreement Format in the event of non-fulfilment or non-observance of any of the conditions stipulated in the Agreement, Terms and Conditions and Work Order.

8.14 Other Conditions

a) The final decision would be based on the technical capacity and pricing of the Bidder. Salem DeGS does not bind itself in selecting the bidder offering lowest prices.

b) Salem DeGS reserves the right not to accept lowest price, to reject any or all the tenders without assigning any reason, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interest of Salem DeGS for good and sufficient reasons.

8.15 Arbitration and Jurisdiction

(a) In case of any dispute, the matter will be referred to a Sole Arbitrator to be appointed by the Chairman, of Salem DeGS in accordance with the "Arbitration and Conciliation Act 1996". The arbitration shall be held in Salem, Tamil Nadu, India and the language English only.

(b) Subject to the above, the Courts at Salem alone only shall have jurisdiction in the matter.

9. Scope of Work

9.1 Supply, installation and Commissioning

a) **Delivery :** The ordered items should be delivered, installed and commissioned **within 42 days** from the date of Purchase Order.

b) Electrical power to the LAN Switches shall be taken ONLY from UPS available in TNSWAN PoP or from available UPS in the concerned office.

c) The Successful Bidders after obtaining the Consignee address should visit the sites to assess the Condition and readiness of the site for supply and installation. A report with SKETCH of the BUILDING/s and LAN Points in this respect should be prepared and submitted to Salem DeGS. After getting approval from Salem DeGS Successful Bidder shall effect the supply and installation. Successful Bidder may advise the Salem DeGS/Customer Department to prepare the site ready for installation.

d) However the Salem DeGS/ Customer Department is responsible for the site preparation before the scheduled installation dates.

e) The Successful Bidder is responsible for all unpacking, assemblies, wiring, installations, cabling between LAN Cablings and connecting to power supplies. The Successful Bidder will test all operations and accomplish all adjustments necessary for successful and continuous operation of the LAN Cablings at all the installation sites.

f) The supply and installation of ordered items along with necessary operational and user manuals should be made available in the Tender document. The Successful Bidder shall be responsible for commissioning of the items supplied by preparing interfacing / integrating with purchaser's equipment / accessories / software supplied by other vendors.

g) After successful Installation, commissioning and handing over of the ordered items to the consignees the Successful Bidder must obtain signed installation certificate in the specified format along with Sample test results duly certified by the respective consignee on the installed items.

h) The Successful Bidder shall send status report in the format prescribed in such intervals as may be required by from time to time till the execution of the entire order.

i) The Successful Bidder shall undertake to supply of spares for the maintenance of the offered items for period of three years.

j) The details of the service centre representatives responsible for attending the installation, warranty services at each consignee site, name and designation of the contact person and centre in–charge, higher level in-charge who is responsible to oversee the service centres, person to whom complaints can be made in case the service provided by any centre is not satisfactory, phone, fax, mobile numbers & email address must be provided well in advance to each consignee and to Salem DeGS.

k) In the rare event of non-acceptance of delivery items by the user, the vendor should immediately report to Salem DeGS for suitable directions.

9.2 Warranty Clause

The warranty clause during the free warranty period of 3 years and extended warranty of 4th and 5th year would be applicable as follows.

a) All the Tendered items should be supplied to the customer site free from breakages, malfunctions, breakdowns or manufacturing defects. If any of the items are found defective due to manufacturing defect or design fault or transit damage occured at the time of supply or within one month from the date of installation, the items in full should be replaced.

b) All the materials and components of the Tendered items should be covered with a replacement warranty of 36 months from the date of signing of installation report of the ordered items. The successful Bidder shall be liable to make good the loss by replacing the items or other accessories found defective during the warranty period.

c) The successful Bidder shall maintain sufficient spares of all the hardware items.

d) During the warranty period, the complaints received from the customers should be attended within 72 hours.

10. Payment Clause

1. 100% of the total cost of ordered items will be paid by Salem DeGS, on installation, commissioning and handing over of the ordered items to the Purchaser, after testing all the LAN connections which fulfil the technical specifications on submission of an irrevocable Bank Guarantee for 5% of the cost of the ordered value valid for 39 months during the warranty period.

2. Bills will be honoured within 10 working days after submission of bills along with all supporting documents in complete shape. The Successful Bidder should submit all the relevant invoices, Test reports and user manuals wherever applicable.

3. The Successful Bidder hereby agrees to get the refund of incentive, excise duty and proportionate sales tax from concerned authorities and pass it on to Purchaser(s) if the Government or any other appropriate agency reduces the Excise duty or Sales tax or give incentive of any type retrospectively after supplying the Ordered items failing which action will be taken to recover the balance amount from the Successful Bidder under the Revenue Recovery Act or any other relevant act.

4. Penalty amount if any, will be adjusted in the payment due to the Successful Bidder.

5. All taxes and other levies imposed by Governments in India will be paid at actual as applicable.

Appendix–1 Model Form of Contract

(To be executed on a Rs. 20/- Non-Judicial Stamp Paper bought in Tamil Nadu by the Successful Bidder for the supply and commissioning of LAN ITEMS

This CONTRACT is entered into at Chennai on the ..... day of ..... 2015 between Salem District e-Governance Society a wholly owned Government of Tamil Nadu a Society registered under THE TAMIL NADU SOCIETIES REGISTRATION ACT, 1975 (TAMIL NADU ACT 27 of 1975) and having its Registered office at District Collectorate, Salem herein after referred to as Purchaser“” (which term shall mean and include its Successors and permitted assigns) on behalf of Customer (s) to be communicated by from time to time (herein after referred to as “Purchaser (s)”) and _____ a Company registered under the Indian Companies Act, 1956 and having its Registered Office at _____ hereinafter referred to as the “Successful Bidder” (which term shall mean and include its Successors and permitted assigns)

Whereas, Salem DeGS had floated a Rate Contract Tender vide Tender No. Salem/OT/DeGS/LAN/2015-16 for the supply, installation and commissioning of LAN COMPONENTS and the Successful Bidder has been selected as one of the suppliers in the Tender and the Successful Bidder arrived at the following terms and conditions in respect of the same:-

1. This document on having been signed by both the parties shall constitute a binding contract between the parties and shall remain in force for a period of 37 months. But in the event of any breach of agreement at any time on the part of the Successful Bidder, the contract shall be determinable by Salem DeGS without compensation to the Successful Bidder. The contract may also be put to an end at any time by Salem DeGS upon giving seven days notice to the Successful Bidder.

2. The Successful Bidder agrees that in the event of failure of 10% or more of the vital components of the equipments occurring during the first three year warranty period, Salem DeGS would have a right to blacklist them for any procurement through Salem DeGS for a period of three years from that date.

3. The Successful Bidder agrees to supply, install and commission the Bill of Material detailed in Salem DeGS Tender No. Salem/OT/DeGS/LAN /2015-16 after carrying out successfully all tests prescribed by the Purchaser(s) at an unit price plus applicable Taxes as indicated in Annexure to this Agreement to the Purchaser(s) before the specified date. The price offered is firm and is not subject to enhancement on any ground.

4. The ordered items should be delivered, installed and commissioned within 42 days from the date of Purchase Order.

5. The price of the ordered items as per the Tender includes excise duty, Surcharges, Freight, Octroi, insurance, commissioning, and such other levies that may be applicable.

6. The goods or materials to be supplied under this contract are to be of the quality and of the sort mentioned in the Salem DeGS Tender

7. The goods or materials are to be delivered on F.O.R destination indicated by Salem DeGS without any extra cost in such quantities or numbers contained in the purchase order to be issued by Salem DeGS from time to time. Any amendments to the orders in terms of quantities or delivery period etc., may be incorporated on a mutually agreed basis. The delivery of goods to the destination is the responsibility of the Successful Bidder only. The goods supplied under the contract should be covered for comprehensive insurance by the

Successful Bidder till delivery and acceptance by the authority concerned.

8. Salem DeGS is entitled to change the list of consignee address from time to time based on the requirement. In this situation, the Successful Bidder should not claim any additional charges except for any major amount involved which will be resolved mutually.

9. The goods sold under this agreement shall not be taken back. However any replacement necessitated, as part of the warranty commitments shall be carried out by the Successful Bidder and faulty parts/materials that arise out of such replacements shall be taken back by the Successful Bidder within a reasonable time.

10. If the supply, installation and commissioning of the Ordered items are not effected as specified in the purchase order, Salem DeGS shall have the full authority to cancel the order and to take any such action that will be deemed fit in the circumstances.

11. In case of failure by the Successful Bidder to deliver goods or materials demanded from them, within the period specified for delivery or in case of goods or materials delivered by them, not being of the stipulated quality and specifications or in the case of goods or materials being delivered without a correct invoice in duplicate, Salem DeGS or anyone duly authorized by Salem DeGS shall have the power to reject any such goods or materials and to purchase from others instead of any goods or materials so rejected or not delivered. Unless the Successful Bidder shall themselves forthwith supply that shall be sufficient and satisfactory any excess of cost so incurred by the Purchaser(s) over the contract price together with all charges and expenses attending the purchase shall be recoverable by Salem DeGS from the Successful Bidder.

12. A penalty will be levied at the rate of 0.25% per day on the un-delivered portion of the material value subject to a maximum of 10% if the delivery has not been completed in full within the stipulated period subject to Force Majeure conditions. The delivery period will effect from the date of receipt of confirmed consignee address. Besides such performance may entail black-listing of the Successful Bidder. If the Successful Bidder fails to supply even after the lapse of one month after the stipulated date of delivery, then the orders/contracts are liable for cancellation and the EMD/ Security Deposit will be forfeited in addition to Salem DeGS reserving the right to blacklist the suppliers for a period of three years from participating in Salem DeGS's tenders.

13. A Penalty for non-fulfilment or non-observance of tender conditions will be levied at 10% of the total value of the Purchase Order.

14. Notwithstanding anything contained in the penalty clause, Salem DeGS reserves the right to blacklist the bidder from taking part in any of the Salem DeGS Tenders of for a minimum period of three years from the date of blacklisting for failure to carry out supply in time or according to the quality and quantity prescribed or any such similar reasons. This penalty shall be over and above all other penalties.

15. <u>WARRANTY:</u>

a) The materials or goods are to be given warranty for a period of 36 months, after installation and commissioning against any manufacturing defect and bad workmanship solely by the Successful Bidder irrespective of whether the same have been manufactured by them or not. The warranty period of 36 months will commence from the date of installation and commissioning of the ordered items after carrying out successfully the tests prescribed by Purchaser/(s) and installation in good working condition. A report

of services attended on monthly basis must be submitted to Salem DeGS for each order during the warranty period.

b) The Successful Bidder shall undertake to supply the spares for the Standard warranty and Extended Warranty Period of the offered items for the period of three years. If any manufacturing or other technical defect(s) is/are found within 36 months from the date of installation, commissioning and handing over of the ordered items to Purchaser (s), they will have to be rectified or replaced free of cost by the Successful Bidder in good working condition.

c) During the warranty period, the Successful Bidder agrees to arrange for a back up item of the ordered items at their cost, if due to manufacturing and other Technical defects of the ordered items, the system is down and if it is not restored in working condition within 48 hours. Otherwise the Successful Bidder shall be liable for a penalty for non-fulfillment of the tender conditions at 10% per week of breakdown period on the costs of only those machineries, which are non-functional. The warranty will cover all the materials and goods supplied by the Successful Bidder under this contract irrespective of the fact whether these have been manufactured by Successful Bidder or not.

d) The Successful Bidder agrees to provide comprehensive maintenance of the ordered items, which shall include preventive maintenance and corrective maintenance at the location specified by the Purchaser(s). The maintenance shall include replacement of all parts. The Ordered items, which are down, should be restored in good working condition within 48 hours. Otherwise, the Successful Bidder shall be liable for a penalty of 1% per week of breakdown period on the costs of only those machineries, which are non- functional. The Purchaser(s) reserves right to terminate the maintenance contract in the event of unsatisfactory maintenance and claim damages for non-fulfillment of contract.

16. The Successful Bidder agrees to adhere to the 4th and 5th Year extended warranty at the cost which is included in the price bid evaluation and the Successful Bidder agrees to honour the Comprehensive warranty at the same, in case the extended warranty for the 4th and 5th year is awarded.

1. PAYMENT TERMS:

a)100% of the total cost of ordered items will be paid by Salem DeGS, on installation, commissioning and handing over of the ordered items to the concerned offices, after testing all the LAN connections which fulfil the technical specifications on submission of an irrevocable Bank Guarantee for 5% of the cost of the ordered value valid for 39 months during the warranty period.

Or

95% of the total cost of ordered items will be paid by Salem DeGS, on installation, commissioning and handing over of the ordered items to the concerned offices, after testing all the LAN connections which fulfil the technical specifications. Balance 5% will be released on completion of warranty period of 36 months from the date of acceptance by Salem DeGS/ concerned offices.

b) Bills will be honoured within 7 working days after submission of bills along with all supporting documents in complete shape. The Successful Bidder should submit relevant invoices, Test reports, user manuals and other installation certificates to Salem DeGS for processing the payment.

c) The Successful Bidder hereby agrees to get the refund of incentive, excise duty and proportionate sales tax from concerned authorities and pass it on to Salem DeGS if the Government or any other appropriate agency reduces the Excise duty or Sales tax or give incentive of any type retrospectively after supplying the Ordered items failing which action will be taken to recover the balance amount from the Successful Bidder under the Revenue Recovery Act or any other relevant act.

d) Penalty amount if any, will be adjusted in the payment due to the Bidder.

e) All taxes and other levies imposed by Governments in India will be paid at actual as applicable.

17. The Successful Bidder agrees that in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract, the Successful Bidder shall pay as penalty an amount equivalent to 10% of total value of contract or an amount equal to the actual loss incurred by the Purchaser (s) whichever is higher subject to the condition that the loss amount would not exceed the value of the goods supplied.
18. The contract or any part share of interest in it is not to be transferred or assigned by the successful Bidder directly or indirectly to any person or persons whomsoever without the written consent of the Salem DeGS.
19. Neither the Salem DeGS nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as

- Natural phenomena including but not limited to earthquakes, floods and epidemics.
- Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
- Accidents or disruptions including, but not limited to fire, explosions, break down of essential machinery or equipment, power and water shortages.

20. The following document shall be deemed to form and be read and constructed as part of this Contract.

Technical Specifications
○Tender Terms and Condition
○Amendments issued by Salem DeGS for the Tender document
○Corrigendum / Clarifications issued by Salem DeGS for the Tender Document
○Detailed final offer of the Successful Bidder
○Purchase Order(s) issued by Salem DeGS from time to time
○Correspondence made by Salem DeGS to the Successful Bidder from time to time during the period of the contract.
○Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the purchase order, the latter shall prevail over the offer conditions furnished by the Successful Bidder.

21. (a)Unless otherwise provided in the agreement, any notice, request, consent or other communication given or required to be given hereunder shall be given by mailing the same by registered mail, postage prepaid, return receipt requested in the case of the Successful Bidder to the Purchaser(s) at their respective addresses and set forth above or with other addresses and to the attention of such other person or persons as may hereafter be designated by like notice hereunder and any such notice sent by post shall be deemed to have been served on the date when in the ordinary course of post, it would have been delivered at the address to which it was sent.

(b) Any notice to the Successful Bidder shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.

23. Termination of Contract

23.1 Termination for default

(a)Salem DeGS may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of seven days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by Salem DeGS; or (ii) if the Successful Bidder fails perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, in the judgement of Salem DeGS, has engaged in fraudulent and corrupt

practices in competing for or in executing the Contract.
(b) In the event Salem DeGS terminates the Contract in whole or in part, Salem DeGS may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to Salem DeGS for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

23.2 Termination for Insolvency

Salem DeGS may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Salem DeGS .

23.3 Termination for Convenience

Salem DeGS may by written notice, with a notice period of seven days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Salem DeGS's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Successful Bidder is not entitled to any compensation whatsoever.

22. Any notice to the Successful Bidder shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.
23. Salem DeGS reserves the right to cancel the order(s) and to terminate the contract in the event of short performance or non performance of the Successful Bidder.

Arbitration Clause:-

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the Chairman, Salem DeGS .

If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the Chairman, Salem DeGS. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.

The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.

The venue of the arbitration shall be Salem District Collector Office and language English.
The fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.

Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

Subject to the above, the Courts at Salem District HQ alone shall have jurisdiction in the matter.

In Witness whereof the parties hereto have signed on the day, month and year above

For and on behalf of Salem District e-Governance Society	For and on behalf of the Supplier
Witnesses: 1. 2.	Witnesses: 1. 2.

Appendix-2 Bank Guarantee Format

(To be executed in Rs.100/- Stamp Paper)

To
The District Collector and Chairman
Salem e-Governance Society(DeGS),
District Collectorate,
Salem District.

Bank Guarantee No:
Amount of Guarantee:
Guarantee covers from:
Last date for lodgement of claim:

This Deed of Guarantee executed by …….. (Banker's Name & Address) having our Head Office at ……..(address) (hereinafter referred to as "the Bank") in favour of Salem e-Governance Society (DeGS) , District Collectorate, ----------District (hereinafter referred to as "the Beneficiary") for an amount not exceeding Rs._____/- (Rupees _____ Only) as per the request of M/s. _____ having its office address at _____ (hereinafter referred to as "Supplier") against Letter of Acceptance reference _____ dated __/__/____ of Salem e-Governance Society(DeGS). This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs._____/- (Rupees _____ Only) and the guarantee shall remain in full force up to ___ months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before ___ months from the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the Supplier shall furnish you with a Bank Guarantee by a Scheduled/Nationalised Bank for the sum specified therein as security for compliance with the Contractor's performance obligations for a period in accordance with the contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee.

THEREFORE, we (Bankers address)……., hereby affirm that we are Guarantors and responsible to you on behalf of the Supplier up to a total of Rs._____/- (Rupees _____ Only) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs._____/- (Rupees _____ Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the Supplier.

This Guarantee is valid until _____ months from the date of Bank Guarantee.

Notwithstanding, anything contained herein

Our liability under this guarantee shall not be exceed Rs._____/- (Rupees _____ Only). This bank guarantee shall be valid up to __ months from the date of Bank Guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____

In witness whereof the Bank, through its authorised Officer, has set its, hand and stamp on this ……. at _____.

Witness: (Signature)
(Name in Block Letters)

Appendix-4 Manufacturer's Letter of Guarantee

To
The District Collector and Chairman
Salem e-Governance Society(DeGS),
District Collectorate,
Salem District.

Sir,

We hereby authorise M/s .....to undertake to submit a Bid, and subsequently negotiate and sign the contract with the purchaser against Tender No: Salem**/OT /DeGS/LAN/2015-16** for the (type the Description of goods) developed by us. We hereby extend our full warranty for the goods offered for supply by the above firm against this tender.

We also undertake to provide timely supplies as per terms of tender and as agreed mutually and also to provide a trouble free and continuous support either directly or through our authorised partners under our supervision during the said support period. We will provide the necessary support in the event of upgradation of any of the software is necessitated while providing the support will arrange for complete replacement of the item(s) with an equivalent / higher version.

For this tender we authorise M/s. _____ (Complete address and full contact details of the partner) to be our sales and service partner. In the event of discontinuation of supply and service by our partner or any problem arises during provision of supply and services, the entire responsibility to provide trouble free and continuous supply and services to the end user rests with us and we undertake to provide supply and services directly or through our alternative sales / service partners.

In case of violation of any of the conditions above, I/We ..... understand that I/ We are liable to be blacklisted by Salem DeGS and Government of Tamil Nadu for a period of three years.

(Signature for and on behalf of Principal)

Note:
Competent authority of the Manufacturer should issue the letter of authority individually for each bidder separately.

A1.1 Check-list for Enclosures

Documents to be submitted		Fill (YES or NO)
Full set of Tender Document with Corrigendum to the Tender Document duly signed and stamped by the Authorised Signatory.		
Bidder's covering letter in the Letter head signed and stamped by the Authorised Signatory		
Undertaking Letter in the Letter Head of the Bidder signed and stamped by the Authorised Signatory		
Filled Tender Technical Bid Form and Price Bid Form		
Payment of EMD amount		
Two Part Bid submission		
Letter of Authorisation for signing the Tender document		
Eligibility Criteria		
1.	Manufacturing License for LAN Components should be submitted	
2.	Copy of relevant documents in proof should be submitted for existence in the field	
3.	Copies of Balance Sheet / Profit & Loss Account for the last 3 Audited Financial years as a proof for turnover	
4.	Full copies of Work Order or signed Agreement and performance / order completion certificate from the customers for executing order value.	
5.	**Service Centre Facilities** In case of Manufacturer's service centre or franchise service centre, copies of the land-line telephone bills or rent agreement dated before 31/03/2013 should be submitted as a proof for availability of the service centres	
	1.Manufacturer should submit undertaking to do servicing directly or through their authorised service partners under their supervision. 2.The bidders should obtain Performance Certificate from the customer and submit along with tender document as a proof for service capabilities.	
6.	The bidder should have ISO 9000:2008 / ISO 9001:2008 certified manufacturing facility and copy of the certificate is submitted	
7.	Power of Attorney for submitting the bid	
8.	Language of the supporting documents only in English	
9.	Documentary Proof for having submitted the Samples to for evaluation	
10.	Duly filled Price Bid which is signed and stamped by the Authorised Signatory (Envelope-B)	
11.	Price Per LAN Component (Envelope-B)	

A1.2 Profile of the Bidder

1.	Name of the Company	Principal Bidder
2.	Year of incorporation	
3.	Nature of the Company (Registered Company or Partnership or Proprietary)	
4.	**Registered office**	
	Telegraphic Address	
	Office Telephone Number	
	Fax Number	
	Contact Person	
	Name	
	Personal Telephone Number	
	Email Address	
5.	**Local presence at Tamil Nadu**	
	Telegraphic Address	
	Office Telephone Number	
	Fax Number	
	Contact Person	
	Name	
	Personal Telephone Number	
	Email Address	
6.	**Registration Details**	
	Permanent Account Number	
	VAT Registration Number	
	CST Registration Number	
	Service Tax Registration Number	
7.	Banker's Name, Address and Account Number	
8.	ESI Registration No. or Exemption Details	
9.	PF Registration No. or Exemption Details	

A1.3 Details in support of Eligibility Criteria

Sl.No.	Description	Please give details along with proof
1.	Documentary Proof for existence in the field of Copier and Printer Business.	
2.	Manufacturing capacity	
3.	Annual Turn over (INR)	
	2014-15	
	2013-14	
	2012-13	
	2009-10	
	2008-09	

4.	Details of Purchase orders for LAN executed in Government organisations	
5.	Details about service centres in Tamil Nadu	

A1.4 Details in support of Evaluation Criteria

1. List of Service Centres

SN	District	Name of the Bidder, who established the centre and address of the centre	Details about the facilities and no. of service persons

A 1.6 DECLARATION

I/We agree that the offer shall remain open for acceptance for a minimum period as stipulated in the Tender from the date of opening of the tender and thereafter until it is withdrawn by us by notice in writing duly addressed to the authority of opening the tender and sent by registered post with acknowledgement due or otherwise delivered at the office of the authority. The EMD amount shall not bear any interest and shall be liable to be forfeited to Salem DeGS should I/We fail to abide by the stipulations to keep the offer open for a period mentioned above or fail to sign and complete the contract document as required by Salem/DeGS and furnish the Security Deposit as specified in the terms and conditions of the contract. The EMD amount may be adjusted towards SD or refunded to me/us unless the same or any part thereof has been forfeited as aforesaid.

I/We agree to adhere with the schedule of implementation and deliver the items as specified in the tender.

I/We declare that the Price bid has been submitted without any conditions and strictly as per the Terms and Conditions of the tender document and I/We am/are aware that the Price bid is liable to be rejected if it contains any other conditions.

I/We agree to adhere that even though the 4th and 5th Year extended warranty cost is included in the price bid evaluation, I/we agree to match the lowest Comprehensive warranty cost offered by the other successful bidder, in case the extended warranty for the 4th and 5th year is awarded to us.

I/We declare that the information furnished in the tender is true to the best of my/our knowledge. If any false/fictitious information is found I/We agree to the rejection of the bids and consequence action.

Annexure-2 - PRICE BID – LAN COMPONENTS

"RATE CONTRACT REF NO : Salem /OT/DeGS /LAN /2015-16

S.N	Product Code	Description	Initial approx Qty & the future on RC	Unit Price inclusive of Excise Duty, Packing & Forwarding, Insurance & Installation & Commissioning charges & other charges if any	Sales Tax	Total Unit Price with Sales Tax (5 + 6)	Grand Total W/O Sales Tax (4) X (5)	Grand Total with Sales Tax (4) X (7)	Remarks
RACKS									
1	RACK – 001	6 U Rack (Wall mounting) Depth(450mm)	1 No.						
2	RACK – 002	9 U Rack (Wall mounting) Depth(450mm)	1 No.						
3	RACK – 003	12 U Rack (Wall mounting) Depth(450mm)	1 No.						
4	Power Strip – 01	Power Strip 5A & 5 Socket	1 No						
5	RAC Power Strip – 02	Power Strip 15A & 5 Socket	1 No						
CABLES & PIPE									
6	CAB - 01	CAT 6 cable	1 Meter						
7	CAB –02	Fiber Cable 6 core MM50 / 125 micron	1 Meter						

8	CAB –03	Fiber Cable 12 core MM50 / 125 micron	1 Meter						
9	CAB –04	Fiber Cable 6 core SM	1 Meter						
10	CAB –06	Fiber Cable 12 core SM	1 Meter						
11	CAB –07	Cable laying with 20mm conduit / Channel	1 Meter						
12	CAB –08	Cable laying without conduit / Channel	1 Meter						
13	CAB –09	Digging Soft earth / mtr	1 Meter						
14	CAB –10	Digging RCC / Black tar / mtr	1 Meter						
16	CAB-11	HDPE pipe 32mm for encapsulating the fiber cable	1 Meter						
17	CAB - 12	Fiber Cable laying charges outdoor / Indoor & HDPE pipe laying	1 Meter						
18	CAB - 13	Fiber Termination Charges rate for each	1 Core						
19	CAB - 14	G.I. Pipe	1 Meter						
20	CAB–15	Charges for Rack Fixing							
24	CAB-16	Charges for Patch Panel Fixing							
25	CAB– 17	Charges For I/O Termination (SMB)							
26	CAB-18	Charges for diagnosing and rectifying the issues on existing network							
27	CAB-19	Fluke Test (Per Node)							
Ethernet Card & Patch Cords & I/O outlet									
28	CARDS - 01	32 Bit 10/100 Mbps Ethernet Card	1 No.						
29	CARDS - 02	32 Bit 10/100/1000 Mbps Ethernet Card	1 No.						

30	CARDS – 03	64 Bit 10/100/1000 Mbps Ethernet Card	1 No						
31	CARDS - 05	Cat 6 24 Port Patch Panel	1 No.						
32	CARDS - 06	CAT 6 3Ft patch Cord	1 No.						
33	CARDS - 07	CAT 6 7Ft patch Cord	1 No.						
34	SWIT-08	Face plate with cat6 key stone I/O – single socket	1 No.						
35	CARDS-09	CAT 6 I/O outlet with SMB	1 No.						
36	CARDS - 10	MM Fiber patch cord PIGTAIL (Factory made)	1 No.						
37	CARDS - 11	SM Fiber patch cord PIGTAIL (Factory made)	1 No.						
38	CARDS - 12	MM Fiber patch cord SC – LC / SC-SC	1 No.						
39	CARDS - 13	SM Fiber patch cord SC – LC / SC-SC	1 No.						
SWITCH & SOCKETS									
40	SWIT – 001	8 Port Switch 10/100 Mbps – Unmanaged	1 No.						
41	937	16 Port Switch 10/100 Mbps Unmanaged	1 No.						
42	SWIT – 003	24 Port Switch 10/100 Mbps Unmanaged	1 No.						
43	SWIT – 014	Specification for 24 port 10/100 Layer 2 Managed Switch with GBIC ports	1 No.						

44	SWIT – 015	Specification of 24 port 10/100/1000 Mbps Unmanaged switch	1 No.						
ADAPTOR & CONNECTOR									
45	CAB – 015	RJ 45 connector	1 No.						
46	CAB – 016	Fiber SC adapter –MM	1 No.						
47	CAB – 017	Fiber SC adapter –SM	1 No.						
48	CAB – 018	Fiber optic connector-MM	1 No.						
49	CAB – 019	Fiber optic connector-SM	1 No.						
50	951	Fiber patch panel (LIU)	1 No.						
Modules & Media Converters									
51	SWIT – 019	MGBIC 1000SX Transceiver for above switch	1 No.						
52	SWIT – 020	MGBIC 1000LX Transceiver for above switch	1 No.						
53	SWIT – 021	10/100 Single Mode Media Converter	1 No.						
54	SWIT – 022	10/100 Multi Mode Media Converter	1 No.						
55	SWIT – 023	10/100/1000 Single Mode Media Converter	1 No.						
56	SWIT – 024	10/100/1000 Multi Mode Media Converter	1 No.						
OTHERS									

57		Site Survey, installation & Commissioning for structured Cabling per Site (< 20 Nodes)	Per Site						
58		Site Survey, installation & Commissioning for structured Cabling per Site (20–40 Nodes)	Per Site						
59		Site Survey, installation & Commissioning for structured Cabling per Site (> 40 Nodes)	Per Site						
60		Technical Support for Configuring the System with IP Address per System (one time cost)	Per Unit						
61		Electrical wiring from TNSWAN UPS to LAN Switch (Phase, Neutral and Earth)	Per Metre						

Note: 1) The Bidder shall submit the offer by filling up all the columns against each item. Bidders are not allowed to quote for a few products from the above list. Partial quote is allowed. The Bidder has to clearly mention whether their product will attract VAT or CST.

2) Warranty : 36 months

3) Rate Contract : 1 Year from the date of issue of 1st Purchase order by DeGS

Annexure-4 - Comprehensive Warranty cost for 4th and 5th Year for LAN COMPONENTS

"RATE CONTRACT REF NO : Salem /OT/DeGS /LAN /2015-16

- Comprehensive warranty cost in percentage for the 4th year = …..... % + …..... % Sales (VAT or CST) / Service Tax

- Comprehensive warranty cost in percentage for the 5th year = …..... % + …..... % Sales (VAT or CST) / Service Tax

Note:

3.Comprehensive warranty cost means cost toward all the spares, service charge and all Taxes, excluding consumable cost if any
4.The 4th and 5th Year extended warranty cost may be included in the price bid evaluation, to arrive at the LIFE CYCLE COST of the LAN COMPONENTS. The Bidder has clearly mentioned whether their product will attract VAT or CST.