Headquarters
Eastern Command Signals Branch
PIN-908542
Care of 99 Army Postal Office

68392/Sigs 7/Proj/ANW/Upgradation/14-15	20 Feb 2015

#### **TENDER ENQUIRY**

### INVITATION OF BIDS FOR PROCUREMENT OF STORES FOR UPGRADATION OF ACCESS NW AT SHILLONG, NARANGI AND VAIRENGTE FY 2014-15

#### TENDER ENQUIRY (TE) NO: 68392/Sigs 7/Proj/ANW/Upgradation/14-15 Dated 20 Feb 2015

- 1. Bids in sealed cover are invited for turnkey project which includes supply and installation supply of items listed in part III of the TE "Procurement of Stores for Upgradation of Access Nw at Shillong, Narangi and Vairengte FY 2014-15" issued vide TE No 68392/Sigs 7/Proj/ANW/Upgradation/14-15 dated 20 Feb 2015. Please super scribe the above mentioned Title, Tender Enquiry number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.
- 2. The address and contact numbers for sending Bids or seeking clarifications regarding this Tender Enquiry are given below :-

(a) Bids/queries to be addressed to : SO 1 (Signals)

Headquarters 101 Area (Sigs)

PIN - 908101

Care of 99 Army Post Office

(b) Postal address for sending the Bids : Chief Signal Officer

Headquarter 101 Area (Signals)

PIN - 908101

Care of 99 Army Post Office

(c) Name/designation of the contact

Person

Maj AS Gill

Project Officer

(d) Telephone numbers of the contact

Person

0364- 2224300 Extn 6250

(e) Fax number : 0364 - 2224300 Extn 6254

(f) E-mail ID : blue.flash1@nic.in

- 3. This Tender Enquiry is divided into five Parts as follows:-
  - (a) Part I Contains General Information and Instructions for the Bidders about the Tender Enquiry such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
  - (b) Part II Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
  - (c) <u>Part III</u> Contains Standard Conditions of Tender Enquiry, which will form part of the Contract with the successful Bidder.

- (d) Part IV Contains Special Conditions applicable to this Tender Enquiry and which will also form part of the contract with the successful Bidder.
- (e) <u>Part V</u> Contains Evaluation Criteria and Format for Price Bids. Price bid should be submitted in sealed envelope.
- 4. This Tender Enquiry is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the Tender Enquiry, should it become necessary at any stage.

Yours faithfully,

Sd/x-x-x-x (Rajwinder Singh) Maj SO - 1 (Project) for Chief Signal Officer

#### **PART I – GENERAL INFORMATION**

- 1. <u>Last date and time for depositing the Bids</u>: <u>19 Mar 2015 at 1000h</u>. The sealed Bids (both Part-I (Technical) and Part-II (Commercial)) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
- 2. <u>Manner of depositing the Bids</u>: The bids will be submitted duly sealed in one packet. This packet will contain two separate sealed envelopes as per following format with relevant information on top of each envelope: -
  - (a) Part-I (Technical). Should have the endorsement on the sealed cover as "Procurement of stores for upgradation of Access NW at Shillong, Narangi and Vairengte FY 2014-15" vide RFP Number 68392/Sigs 7/Proj/ANW/Upgradation/14-15 dated 20 Feb 2015 at HQ 101 Area (Signals). Should contain all the technical details including make/model and manufacturer about the item along with technical literature and as per details given at Appendix A (Refer Para 2 of Part II of TE). In addition to the above, bidders are also required to furnish compliance to the Special Conditions of the Tender Enquiry as per format given in Appendix B (Refer Para 22 of Part IV of TE) with the Technical Bids.
  - (b) Part-II (Financial). Should have the endorsement on the sealed cover as "Procurement of stores for upgradation of Access NW at Shillong, Narangi and Vairengte FY 2014-15"vide RFP Number 68392/Sigs 7/Proj/ANW/Upgradation/14-15dated 20 Feb 2015 at HQ 101 Area (Signals)" Should contain the prices quoting item wise both essential and optional items and important spares if recommended and be as per format given at Appendix C.
  - (c) Address on Quotations and Mode of Delivery. Both Part-I and Part-II of the bids will be placed in separate cover duly pasted and sealed separately. Name and address of the vendor should be superscribed on the envelope and addressed to "(TO BE OPENED BY ADDRESSEE ONLY) "Chief Signal Officer, Headquarter 101 Area (Signals), PIN 908101, Care of 99 Army Postal Office" and must be sent by registered post with ack due to reach the Signals Branch before closing time for submission of tenders. The same may also be dropped in the tender box before last time given for submission of tenders. In case the quotations are received without seal and not in two parts, they are liable to be rejected. No change in bids will be accepted after receipt in this Headquarters.
  - (d) Tendering vendors will deposit an amount of Rs 100/- (Rupees one hundred only) through an account payee bank draft payable in favour of Public Fund Account (C-6), Headquarters Eastern Command for 'Tender form Cost'.
- 3. <u>Time and date for opening of Bids</u>: <u>19 Mar 2015 at 1100h</u> (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
- 4. <u>Location of the Tender Box</u>: Signals Branch, Headquarter 101 Area (Signals), PIN-908542, Care of 99 Army Postal Office. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
- 5. Place of opening of the Bids: Signals Branch, Headquarter Eastern Command, PIN-908542, Care of 99 Army Postal Office. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
- 6. <u>Two-Bid System</u>: Only the Technical Bid would be opened on the time and date mentioned above by the Technical Evaluation Committee (TEC). Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.

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- 7. <u>Forwarding of Bids</u> Bids should be forwarded by Bidders under their original memo/ letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
- 8. <u>Clarification regarding contents of the Tender Enquiry</u>: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
- 9. <u>Modification and Withdrawal of Bids</u>: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
- 10. <u>Clarification regarding contents of the Bids</u>: During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
- 11. <u>Rejection of Bids</u>: Canvassing by the Bidder in any form, unsolicited letter and posttender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
- 12. <u>Unwillingness to quote</u>: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this Tender Enquiry.
- 13. <u>Validity of Bids</u>: The Bids should remain valid for at least 120 days from the last date of submission of the Bids.
- 14. Earnest Money Deposit: Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs 99,790 /- (Rupees ninety nine thousand seven hundred ninety only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee payable to the Chief Signal Officer, HQ East Comd, c/o 99 APO from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of one year. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30 th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

#### PART II - ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

#### 1. <u>Schedule of Requirements</u> –

(a) The turnkey project includes the following as per details given :-

Ser No	Particulars	A/U	Qty
(i)	E1 to Ethrenet Converter	Pair	04
(ii)	LAN Extender	Pair	08
(iii)	Layer 2 Managed Switch 24 Port	Nos	08
(iv)	Layer 2 Managed Switch 48 Port	Nos	02
(v)	Layer 2 Managed Switch 8 Port	Nos	08
(vi)	Layer 3 Managed Switch 24 Port	Nos	03
(vii)	SFP Module Support upto 10Km on Single Mode Fiber	Nos	20
(viii)	UTP Cable CAT 6 305Mtrs Roll	Roll	12
(ix)	RJ-45 Connector (100 Pkts)	Box	20
(x)	RJ-45 Cable 5 Mtrs Straight Cable	Nos	50
(xi)	LAN Tester (Data & Voice)	Nos	06
(xii)	Crimping Tools	Nos	02
(xiii)	Rack 6U with Accessories	Nos	04
(xiv)	Rack 42U with Accessories	Nos	02
(xv)	Pigtails (SC-SC) 5 Mtrs	Nos	200
(xvi)	Patch Cord (SC-LC) 5 Mtrs	Nos	200

(b) The project being turnkey would require the L1 vendor to carry out the requisite installation, configuration and integration with existing system.

#### 2. Technical Details.

- (a) Technical parameters with specifications is attached as per **Appendix A**.
- (b) Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the format given in Annexure I with the Technical Bid alongwith the technical brochures of the OEM.
- 3. All bidders may be required to produce a sample of the said items for approval by the Technical Evaluation Committee (TEC) convened by HQ Eastern Command (Signals Branch) at date, time and place intimated by the Technical Evaluation Committee in case desired by the Technical Evaluation Committee (TEC) at no cost no commitment basis. In the event, the vendor is unable to produce the items within the stipulated period, or if the equipment does not confirm to the laid down specification and/or performance parameters, then the Technical Evaluation Committee (TEC) reserves the right to disqualify/ reject the bid.

#### 4. **Delivery**.

- (a) The supply should commence immediately after issue of supply order and it should be completed within 70 days from the effective date of contract. The **70 days** will include the inspection at consignee location. Date of acceptance of stores on Certified Receipt Voucher (CRV) by the consignee unit after the inspection will be considered as the date of completion of supply of stores to the unit. The firm will provide a representative for physical check of stores by the Board of Officers (BOO).
- (b) However, contract can be cancelled unilaterally by the Buyer in case items are not received within the contract delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

# 5. Consignee Details: Commanding Officer F Composite Signal Regiment Care of 99 Army Postal Office

- 6. <u>Inspection</u>. The stores will be subject to inspection by a Board of Officers detailed by the purchaser to ascertain that they confirm to the specifications as laid down in the supply order In case the stores ordered on receipt are not found to be confirming to the laid down specifications, the defective stores will be removed and replaced by the stores of the correct specifications by the supplier at his own expense within a period of 15 days of inspection. In case of any dispute, decision of the purchaser will be final and binding. The item should confirm to latest manufacturing technology and should also confirm to the current production standard of having 100% defined life at the time of delivery.
- 7. <u>Installation/ Training, Configuration and Integration with Existing System.</u> After completion of delivery of complete consignment, **20 days** from the date of preparation of Certified Receipt Voucher (CRV) will be given to the supplier for installation, configuration, Integration with the existing system and successful completion of ATP. The vendor is also required to conduct classes for the Army personnel on the installation and operation of the equipments over a period of one week with at least 3 sittings (classes) along with practicals.
- 8. Acceptance Test. After successful installation of the complete stores, the same will be subjected to Acceptance Test Procedure to test individual component and successful integration of components. The acceptance test will be coordinated and supervised by Commanding Officer, F Composite Signal Regiment. He will issue an Acceptance Test Certificate on successful completion of acceptance testing. The warranty period of the complete system will commence with effect from the date of issue of Acceptance Test Certificate.
- 9. **Software Updates.** Vendor will guarantee provision of all software updates, depending upon the option to be exercised by the user, for a period of five years after expiry of warranty period on chargeable basis. However, if the upgrade is provided free by the O.E.M, the same will be passed on to the user free of cost.

#### PART III - STANDARD CONDITIONS OF TENDER ENQUIRY

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

- 1. <u>Law</u>: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
- 2. <u>Effective Date of the Contract</u>: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
- 3. <u>Arbitration</u>: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
- **Penalty for use of Undue influence**: The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
- Agents / Agency Commission: The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

- 6. <u>Access to Books of Accounts</u>: In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/inspection of the relevant financial documents/information.
- 7. <u>Non-disclosure of Contract documents</u>: Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party. All participating vendors will submit a Non Disclosure Agreement as per Performa attached at **Appendix 'D'**.
- 8. <u>Liquidated Damages</u>: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated. Damages being not higher than 10% of the value of delayed stores.
- 9. <u>Termination of Contract</u>: The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-
  - (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than **120 days** after the scheduled date of delivery.
  - (b) The Seller is declared bankrupt or becomes insolvent.
  - (c) The delivery of material is delayed due to causes of Force Majeure by more than <u>06</u> <u>months</u> provided Force Majeure clause is included in contract.
  - (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
  - (e) As per decision of the Arbitration Tribunal.
- 10. <u>Notices</u>: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
- 11. <u>Transfer and Sub-letting</u>: The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
- 12. Patents and other Industrial Property Rights: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of any or all the rights mentioned above.
- 13. <u>Amendments</u>: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

#### 14. Taxes and Duties :-

(a) <u>In respect of Foreign Bidders</u>: All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present contract in their respective countries.

#### (b) <u>In respect of Indigenous bidders</u> :-

#### (i) General :-

- (aa) If Bidder desires to ask for excise duty or Sales Tax / VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
- (ab) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entrained after the opening of tenders.
- (ac) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.
- (ad) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
- (ae) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

#### (ii) Customs Duty :-

For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be production of necessary documents i.e. (i) Triplicate reimbursed on copy of the bill of entry; (ii) copy of bill of lading; (iii) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licences, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer contract number..... dated.....

- (ab) Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.
- (ac) In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

#### (iii) Excise Duty :-

- (aa) Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.
- (ab) Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.
- (ac) The Seller is also required to furnish to the Paying Authority the following certificates:-
  - (ai) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.
  - (aii) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.
  - (aiii) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.
  - (aiv) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

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

#### (iv) Sales Tax / VAT :-

- (aa) If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.
- (ab) On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

#### (v) Octroi Duty & Local Taxes :-

- (aa) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.
- (ab) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by-laws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

#### PART IV - SPECIAL CONDITIONS OF TENDER ENQUIRY

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

#### 1. **Performance Guarantee**.

- (a) To ensure proper repair and maintenance of all items during warranty period, the vendor getting the supply order will submit within 30 days from the date of issue of Supply Order, a Bank Guarantee of 10% of the value of the supply order value in favour of **Chief Signal Officer, Headquarters Eastern Command**, valid up to 60 days after expiry of warranty period. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).
- (b) Bank Guarantee will be accepted only from Nationalised Banks or the following private banks as per Reserve Bank of India, Department of Government & Bank Accounts, Central Office, Mumbai letter No DGBA.GAD.No.H-143/42.01.033/2003-04 dated 30 Aug 2003:-
  - (i) ICICI Bank
  - (ii) AXIS Bank
  - (iii) IDBI Bank
  - (iv) HDFC Bank
- (c) The Bank Guarantee will be returned to the supplier on successful completion of all his obligations under the contract. In case the execution of the contract is delayed beyond the contract period and the purchaser, with or without LD, grants extension to delivery period, the supplier must get the BG revalidated, if not valid already. The Performance Bank Guarantee/Bank Draft submitted as Earnest Money Deposit will only be returned to the firm on receipt of this Performance Bank Guarantee.
- 2. Right of Way (ROW) Charges. Not Applicable.
- 3. Option Clause: The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
- 4. **Repeat Order Clause** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
- 5. <u>Tolerance Clause</u>— To take care of any change in the requirement during the period starting from issue of Tender Enquiry till placement of the contract, Buyer reserves the right to 50% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit
- 6. <u>Payment Terms</u> It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:-

- (a) 50% of the total cost of the project shall be released after complying with following conditions:-
  - (i) Delivery of complete stores.
  - (ii) Board proceedings (IAFD-931), confirming inspection and acceptance of stores by Board of Officers.
  - (iii) Preparation of CRV by F Composite Signal Regiment.
- (b) 30% of the total project cost will be paid on satisfactory installation of the complete system and on receipt of satisfactory training and Installation certificate and also after successful Acceptance Test Certificate.
- (c) Balance 20% of the total project cost will be paid after 30 days of successful completion of the acceptance test procedure subject to certification of satisfactory performance of the complete system by the user (purchaser). The vendor is also required to furnish proof of his agreement with the OEM for providing 36 months of warranty/AMC with effect from the time of successful completion of ATP in respect of all items given at Para 1 of Part-II of this document.
- (d) No Insurance charges will be paid by the Department.
- 7. Advance payments: No advance payment(s) will be made.
- 8. **Paying Authority** :-
  - (a) **AAO, Kolkata**. The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:-
    - (i) Ink-signed copy of Contractor bill.
    - (ii) Ink-signed copy of invoice bill.
    - (iii) Documents/proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
    - (iv) Guarantee / Warranty certificate.
    - (v) Performance Bank guarantee / Indemnity bond where applicable.
    - (vi) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- 9. <u>Fall Clause</u>. The following Fall clause will form part of the contract placed on successful Bidder:-
  - (a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.
  - (b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organization including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-
    - (i) Exports by the Seller.
    - (ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
    - (iii) Sale of goods such as drugs which have expiry dates.

- (iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.
- (c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract "We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below .......".

#### 10. Risk & Expense clause: -

- (a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- (b) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- (c) In case of a material breach that was not remedied within **45** days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-
  - (i) Such default.
  - (ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.
- (d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

#### 11. Force Majeure clause :-

- (a) Neither party shall bear responsibility for the complete or partial non- performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- (b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- (c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

- (d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- (e) If the impossibility of complete or partial performance of an obligation lasts for more than 06 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.
- 12. **Specification**: The following Specification clause will form part of the contract placed on successful Bidder The Seller guarantees to meet the specifications as per Part-II of Tender Enquiry and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques alongwith necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within 30 days of affecting such upgradation/alterations.
- 13. **OEM Certificate**: Following will be provided by the bidder failing which the bid will tend to be rejected:-
  - (a) All bidders who are not OEMs of the equipment they are offering, shall produce certificates from the respective OEMs as per the format attach at **Appendix E.**
  - (b) The complete contact details of the OEM (Name and designation of contact person, postal address, e mail ID and telephone & FAX numbers) will be furnished and the buyer may at his discretion verify the authorization from the OEM, failure of which may result in the bidder being black listed and / or barred from participating for any future tender of this Headquarters.
- 14. **Quality**: The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per Tender Enquiry and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.
- 15. **Franking clause** The following Franking clause will form part of the contract placed on successful Bidder:
  - (a) <u>Franking Clause in the case of Acceptance of Goods</u> "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract".
  - (b) <u>Franking Clause in the case of Rejection of Goods</u> "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."

- 16. Warranty. The items supplied against the contract shall be under a warranty against defective design, material, workmanship, performance for a period of 36 months from the date of completion of ATP. The vendor will ensure during the warranty period that all the supplied stores continue to function as per the parameters mentioned in technical specification. During warranty period, maintenance of all stores including replacement and repair/fault rectification shall be undertaken by the vendor, who will be responsible for the maintenance/preventive maintenance of the complete system. Any malfunctioning or defective items shall be replaced by the vendor free of cost at consignee's site as early as possible, under the following conditions:-
  - (a) Any failure in the system of a subsystem thereof should be rectified within a maximum period of 48 hours of lodging a complaint including loading the operating software if required.
  - (b) If the system is down beyond 48 hours, penalty at the rate of Rs. 500/- (Rupees five hundred only) per day per system will be charged or recovered out of the Bank Guarantee held towards warranty. In case of any system/subsystem being down for more than seven working days, user has the option to get it repaired from any suitable agency at the risk and cost of vendor.
  - (c) Any system failing at subsystem level three times within a period of three months or displaying chronic faulty behaviour or manufacturing defects or quality control problems will be totally replaced by the vendor at his risk and cost within 30 days of being intimated.
- 17. Annual Maintenance Contract (AMC) Clause- The vendor will confirm that he will enter into comprehensive Annual Maintenance Contract (AMC) and the vendor is required to quote his price for the same separately along with the financial bid. The AMC charges would be discussed during the TPC/PNC. The AMC would be entered at the sole discretion of the purchaser and the purchaser reserves the right to undertake AMC at a time of the buyer's choosing. The AMC would encompass the following conditions:-
  - (a) The AMC will be for a period 7 years after the expiry of warranty. The AMC will be revived every year.
  - (b) Bank Guarantee of 10% of the negotiated price will be provided for the duration of AMC period.
  - (c) Payment of AMC will be made half yearly on the production of Satisfactory Performance Certificate.
  - (d) The AMC will be comprehensive which will include replacement and repair/fault rectification of all stores, maintenance, move of engineers etc. All the conditions of warranty would be applicable during AMC.
  - (e) No separate contract will be negotiated by the buyer for any bought out items supplied as part of the contract. The supplier will be responsible for the maintenance of the complete system.
- 18. <u>Packing Materials.</u> All packing cases, container, packing and other similar materials shall be supplied free of cost by the firm and shall not be returned unless otherwise specifically agreed upon.
- 19. <u>User manual.</u> User manual (where OEM provides) at the scale of one manual per set will be provided at no additional cost.
- 20. <u>Custom Duty Exemption Certificate</u>. Custom Duty levied is exempted under current rules and regulations in force for Government and general imports including Defence. Custom Duty Exemption, if required will be provided by the Army for which requisition will be submitted by the firm after receipt of supply order.
- 21. **Special Conditions**. Registered bidders (DGS&D, DGQA, NSIC,OFB or any other central registration authority) must enclose a duly authenticated copy of proof of registration. It is mandatory for Unregistered bidders to fulfill the following special conditions for their Tender to be considered:-

- (a) The following documents duly authenticated may be submitted along with your technical bid :-
  - (i) Copy of PAN.
  - (ii) IT Clearance Certificate duly certified by your chartered accountant.
  - (iii) Trade License/manufacturing license.
  - (iv) Permanent Sale Tax regn No.
  - (v) Sale Tax clearance certificate indicating the amount if sales tax paid in last three fin years.
- (b) Banker's solvency certificate in the standard format.
- (c) Proof of execution of at-least one Institutional supply order of equivalent or higher quantity or 2 supply orders of 41% of quantity within last 2 years, preferably with Army/defence/other Govt. purchaser.
- (d) Proof of ISO certification if held.
- (e) Indian firm offering items of foreign manufacture must be enlisted by DGS&D, as per Govt. orders, where such enlistment is considered applicable by DGS&D.
- 22. In addition to complying with the above terms, bidders are also required to furnish compliance to the Special Conditions of the Tender Enquiry as per format given in Appendix B with the Technical Bids.
- 23. **ROW Charges**. Not Applicable.

#### PART V - EVALUATION CRITERIA & PRICE BID ISSUES

- 1. **Evaluation Criteria** The broad guidelines for evaluation of Bids will be as follows:-
  - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the Tender Enquiry, both technically and commercially.
  - (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the Tender Enquiry. The compliance of Technical Bids would be determined on the basis of the parameters specified in the Tender Enquiry. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
  - (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:-
    - (i) In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
    - (ii) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed:-
      - (aa) In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.
      - (ab) In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.
      - (ac) Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.
  - The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes livable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.
  - (e) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.

- (f) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- (g) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
- (h) Any other criteria as applicable to suit a particular case.
- 2. **Price Bid Format**: The Price Bid Format is given as **Appendix C** and Bidders are required to fill this up correctly with full details and the same should be submitted in separate envelope.

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#### Appendix 'A'

(Refer Para 2 to Part II of TE No 68392/Sigs 7/Proj/ANW/Upgradation/14-15 Dt 20 Feb 2015)

## QUALITATIVE REQUIREMENT/TECHNICAL SPECIFICATIONS FOR PROCUREMENT OF STORES FOR UPGRADATION OF ACCESS NW AT SHILLONG, NARANGI AND VAIRENGTE OUT OF IT GRANT FOR THE FINANCIAL YEAR 2014-15

Ser No	ltem	Specification/characteristics	Specification of items offered with Make&Model	Compliance of TE Specification- Whether Yes/No	In case of non- compliance deviation from TE to be specified in unambiguous terms
1.	E1 to Ethernet Converter	8E1 to 10/100Base-T Ethernet and vice versa. This protocol converter could support 8E1 to Ethernet which extend the bandwidth to 16.348Mbps. It is widely used in two LAN connecting remote monitoring and video broadcasting.			
		Characteristics			
		(a) Ethernet Interface			
		(i) Support 10/100M, full/half-duplex			
		(ii) Built-in data flow statistic function, which can report the flow statistic of Ethernet receiving and transmission and error-package information.			
		(iii) Filter out over-long, over-short and CRC error Ethernet package			
		(iv) Support up to 1536 byte Ethernet package			
		(v) Support PAUSE flow control function			
		(vi) Built-in 1024 MAC addresses list, and auto-filtering and age function			
		(vii) RJ45 connector, connect to PC with CAT-5 crossover twisted pair			
		(b) E1 Interface			
		(i) Provide 8 E1 interfaces complying with G.703 standard, $75\Omega$ unbalance			
		(ii) E1 lines should be used in pair, but support dissymmetrical			
		(iii) Auto detect the number of practicable line, the line can be shut down via network management			
		(iv) AIS, LOS, LOF and error-code statistic data can be inquired via network management			
		(v) Provide auto shutdown function, the shutdown error rate threshold can be set via network management			
		(vi) Provide remote loopback and error-code detection functions			
		(vii) Stop Ethernet communication when local or remote E1 loopback			
		(c) Device Management			
		(i) Provide RS232 serial management interface			
		(ii) Unique 8bits address is available for each device, one management system can manage up to 256			
		equipments together			
		(iii) Abundant management information, including each E1 line status of local and remote ends and Ethernet			
		interface status and flow statistic			

Ser No	Item	Specification/characteristics	Specification of items offered with Make&Model
		Technical Parameters	
		(a) E1 Interface	
		(i) Rate: 1~8*2.048Mb/s	
		(ii) Line Code: HDB3	
		(iii) Tolerance: <u>+</u> 50ppm	
		(iv) Electric characteristic: comply with ITU-T G.703 standard	
		(v) Jitter index: comply with ITU-T G.823 standard	
		(vi) Interface impedance: $75\Omega$ balance ( $120\Omega$ unbalance is optional)	
		(vii) Connector: DB37	
		(b) Ethernet Interface	
		(i) Data rate: 10/100Mbps auto-negotiation	
		(ii) Interface mode: Full-Half-duplex auto-negotiation	
		(iii) Connector: RJ-45	
		(c) Power supply	
		(i) Voltage: AC 180V ~ 240V; DC -48V; DC +24V	
		(ii) Power consumption: 5W ± 10%	
		(d) Environment	
		(i) Operating temperature: 0°C ~ 45°C	
		(ii) Storage temperature: -20°C ~ +70°C	
		(iii) Relative humidity: <90% (non condensation)	
	LAN Extender	(iv) Atmospheric pressure: 70 ~ 106 Kpa <b>Key Features</b>	
2.	LAN Extender	(i) High performance standalone unit	
		(i) Easy configuration and management with password	+
		(iii) Support Protection against lightning and accidental power	
		(iii) Support Protection against lightning and accidental power (iv) Provide fix and adaptive mode, support auto adjustment of operational speed, depending upon line condition	
		(v) Support RFC1483/2684 ATM protocol stack	
		(vi) Support 802.3ah protocol	
		(vii) Support VLAN 802.1Q	
		(viii) Support SNTP protocol to get network time	
		Technical Specifications	
		(a) G.SHDSL Interface	

Ser No	ltem	Specification/characteristics	Specification of items offered with Make&Model	Compliance of TE Specification -Whether Yes/No	In case of non- compliance deviation from TE to be specified in unambiguous terms
		(i) Downstream and upstream symmetrical data rates up to 5.7 Mbps in ATM, EFM,PTM with one pair DSL			
		line and support TC-PAM128 in EFM mode data rate up to 15Mbps			
		(ii) 5.7Mbis in Annex A, B, F, G mode			
		(iii) ITU G.991.2 Annex A, B, F, G			
		(iv) Fixed/Auto rate negotiation : compliant to G.994.1			
		(v) STU-C/STU-R mode selectable			
		(vi) Impedance: 135 ohm			
		(vii) Coding: TC-PAM, compliant to ITU-T G.991.2 (G.SHDSL)			
		(viii) Performance monitoring			
		(ix) Single pair			
		(x) SNR/Attenuation Value calculation			
		(b) LAN Interface			
		(i) 4 ports RJ45 for 10/100Mbps Ethernet LAN connection			
		(ii) RJ-11 port for G.SHDSL connection			
		(iii) 1 console port for local configuration and management			
		(c) Protocol support			
		(i) PPP (RFC 1661)			
		(ii) PPP over AAL5 (RFC 2364)			
		(iii) PPP over Ethernet (RFC 2516)			
		(iv) User authentication with PAP/CHAP			
		(d) ATM Support			
		(i) ATM adaptation layer type 5 (AAL5)			
		(ii) VC multiplexing and LLC encapsulation			
		(iii) Multi-protocol over AAL5 (RFC 1483/2684 bridged and routed PDU)			
		(iv) Classical IP over ATM (RFC 1577 with MTU = 1500)			
		(v) Support one PVCs			
		(vi) ATM QoS CBR, UBR, VBR, VBR-rt support			
		(vii) UNI 3.1/4/0 PVC			
		(viii) UNI 3.1/4/0 PVC			
		(ix) I.610 OAM F5 loopback			
		0.5mm wire, Fix mode:			

Ser No	Item	Specification/cha	racteristics	Specification of items offered with Make&Model	Compliance of TE Specification- Whether Yes/No	In case of non- compliance deviation from TE to be specified in unambiguous terms
		Data Rate, Kbps	Distance, Km			
		192 Kbps	9.6 Kms			
		1024 Kbps	6.8 Kms			
		2048 Kbps	6.0 Kms			
		3072 Kbps	4.0 Kms			
		4096 Kbps	3.6 Kms			
		5606 Kbps	3.2 Kms			
		0.5mm wire, Adaptive mode:				
		Distance, Km	Data Rate, Kbps			
		2.8 Kms	2.8 Kms			
		4.0 Kms	4.0 Kms			
		5.2 Kms	5.2 Kms			
		6.0 Kms	6.0 Kms			
		8.0 Kms	8.0 Kms			
		10.4 Kms	10.4 Kms			
		(e) Routing Capability				
		(i) Support IP/TCP/UDP/ARP/ICMP protocols				
		(ii) IP routing with static routing and RIPv1/RIPv2 (RF	FC1058/2453)			
		(iii) Network address translation (NAT/PAT)				
		(iv) DNS relay and caching				
		(v) DHCP server				
		(vi) Support RIPv1/RIPv2				
		(vii) Support IP/MAC/DNS Filter				
		(viii) Support DDNS Function				
		(f) Bridging				
		(i) IEEE 802.1D transparent learning bridge				
		(ii) Up to 1K MAC learning addresses				
		(g) Configuration				
		(i) Local console				
		(ii) Telnet access				
		(iii) Web-based GUI (HTTP)				
		(iv) Multi-level password protection				
		(h) Network Management				
		(i) Web-based GUI for express setup, configuration and man	agement			
		(ii) Menu-driven interface for local console and Telnet access				
		(iii) Password protected management and access control list	for administration			
		(iv) SNMP management with SNMPv1/SNMPv2c				

Ser No	Item	Specification/characteristics	Specification of items offered with Make&Model	Compliance of TE Specification- Whether Yes/No	In case of non- compliance deviation from TE to be specified in unambiguous terms
		(v) Software upgrade via TFTP server			
		(j) Applications			
		(i) LAN Extension			
		(ii) High speed Internet Access			
		(k) Environment			
		(i) Operating Temperature: 0°C to 45°C			
		(ii) Storage Temperature: -10°C to 70°C			
		(iii) Power: External power adapter –			
		Input: 230V AC <u>+</u> 10%, 50Hz			
		Output: 12V DC, 1000 mA			
		OEM should have valid ISO 9001 & ISO 14001 for Design & Development			
	Lover	OEM & brand together should be present in India at least for last 10 years  Features & Technical Specifications			
3.	Layer 2 Managed Switch	(i) L2 stackable fully managed switch with 24x10/100/1000BaseT ports with 4xcombo SFP slots loaded with			
	24 Port	2 nos of 1000 Mbps single mode transrecivers supporting distance upto 10 Km			
	241010	(ii) The switch should be 19" Rack Mount size with 1U height.			
		(iii) The switch should have console port & SD card slot			
		(iv) The switch should have smart fans with sensor IC that provides different fan speed based on different			
		temperature.			
		(v) The switch should have support for redundant power supply.			
		(vi) The switch should have switching capacity atleast 88Gbps & packet forwarding rate atleast 65Mpps for			
		64-bytes packet size.			
		(vii) The switch should have non-blocking architecture & wire-speed performance under fully loaded			
		condition.			
		(viii) The switch should have physical stacking capability of atleast 6 switches per stack & stacking			
		bandwidth atleast 40Gbps.			
		(ix) The switch should have virtual stacking capability of atleast 32 switches in a stack.			
		(x) The Switch should have the following Layer-2 features from day-1:			
		(a) The switch should have atleast 16K MAC address table size. Atleast 256 static MAC &atleast 128			
		static multicast MAC.			
		(b) The switch should support following flow-control features: 802.3x for full duplex, back -pressure for			
		half duplex & Head-of-line blocking prevention.			
		(c) The switch should have Jumbo frame support for atleast 13KB frame size.			
		(d) The switch should support UDLD or equivalent features.			

Ser No	ltem	Specification/characteristics	Specification of items offered with Make&Model	Compliance of TE Specification- Whether Yes/No	In case of non- compliance deviation from TE to be specified in unambiguous terms
		(e) The switch should support 802.1D, 802.1w & 802.1s with atleast 16 MSTP instances, per port & per			
		device BPDU filtering, Root Guard or equivalent features.			
		(f) The switch should be able to avoid the loop occurring in a single port connected to an unmanaged			
		switch/hub by shutting down the corresponding port or corresponding VLAN.			
		(g) The switch should support Ethernet Ring Protection Switching (ERPS) maximum 50milli second recovery time.			
		(h) The switch should support 802.3ad Link aggregation with atleast 32 groups per device &atleast 8 ports per groups. LACP, cross-stack trunk			
		(j) The switch should support port mirroring with atleast 4 mirroring groups. Should support Tx, Rx & both based mirroring. Should support one-to-one & many-to-one mirroring, flow based mirroring, RSPAN.			
		(k) The switch should support IGMP v1 v2 & v3 snooping with atleast 1024 snooping groups. Should support IGMP snooping per VLAN, host based IGMP snooping fast leave, load balancing the multicast traffic when working with LACP or trunk, Static IGMP group.			
		(I) The switch should support MLD v1 & v2 snooping with atleast 1024 snooping groups. Per VLAN MLD snooping.			
		(m) The switch should support atleast 4K VLAN groups, 802.1Q, 802.1v protocol based VLAN, atleast 16 protocol			
		based VLAN per physical port, support multiple VLANs for each protocol, support VLAN classification based on ether type. Q-in-Q			
		(n) The switch should support GVRP, Voice VLAN, Port-based VLAN, MAC-based VLAN, Asymmetric VLAN			
		(o) The switch should support gratuitous ARP.			
		(xi) The Switch should have the following Layer-3 features from day-1:			
		(a) The switch should support atleast 512 static routes			
		(b) The switch should support IPv6 routing			
		(c) The switch should support ARP proxy, IPv6 neighbor discovery			
		(xii) The Switch should have the following QoS features from day-1:			
		(a) The switch should support 802.1p, DSCP, atleast 8 queues per port. Three colour marker			
		(b) The switch should have following queue handling methods: strict, weighted round robin, strict+ weighted round robin. WCMP			
		(c) The switch should CoS& be able to classify packets based on following parameters: VLAN ID, 802.1p priority, MAC address, Ethertype, DSCP, protocol type, IPv4 address, TCP/UDP port number, User defined packet content, IPv6 address.			
		(d) The switch should support port based ingress & egress bandwidth control with minimum granularity 64Kbps.			
		(e) Flow-based ingress & egress bandwidth control with minimum granularity of 64kbps.			
		(f) The switch should support time based QoS.			

Ser No	Item	Specification/characteristics	Specification of items offered with Make&Model	Compliance of TE Specification- Whether Yes/No	In case of non- compliance deviation from TE to be specified in unambiguous terms
		(xiii) The Switch should have the following Security features from day-1:			
		(a) The switch should support access control list based on VLAN ID, MAC address, Ether type, 802.1p priority, DSCP, protocol type, TCP/UDP port, IPv4 address, IPv6 address, IPv6 traffic class.			
		(b) The switch should support time based ACL.			
		(c) The switch should support binding of IP address & MAC address with the interface for both IPv4 & IPv6			
		(d) The switch should support SSHv2 for both IPv4 & IPv6, SSLv1v2v3 for both IPv4 & IPv6, Port security with atleast 64 MACs per port.			
		(e) The switch should support broadcast, multicast & unicast strom control.			
		(f) The switch should have feature to protect the CPU from protocol control packet attack.			
		(g) The switch should support DHCP server screening, DHCP client filtering, ARP spoofing prevention, BPDU attack protection.			
		(h) The switch should support 802.1x RFC 3580, web based access control with customizable web page, MAC based access control, guest VLAN, Microsoft NAP, RADIUS accounting.			
		(j) The switch should support following authentication methods: Local data base, RADIUS, TACACS, TACACS+, XTACACS			
		(k) The switch should support web based access control for IPv6			
		(I) The switch should have atleast 4 level user account for management access.			
		(xiv) The Switch should have the following Management features from day-1:			
		(a) The switch support web based -GUI (IPv4 & IPv6), CLI, telnet server & client (IPv4 & IPv6), TFTP client (IPv4 & IPv6), Zmodem, SNMPv1v2cv3, SNMP over IPv6, Syslog. sFlow, ICMPv6			
		(b) The switch should have SNMP trap supporting following events: new MAC notification, Power and Fan			
		errors/recovery, Cold/warm start-up, gratuitous ARP, Link state change, STP state change, SNMP authentication failure, Management access violation, port security violation, DHCP server screening.			
		(c) The switch should be able to enable trusted host by following applications: Telnet, SNMP, HTTP, HTTPS, SSH, Ping.			
		(d) The switch should be able to support SMTP as per RFC2821			
		(e) The switch should support RMONv1 & v2, 802.1AB LLDP, BooTP& DHCP client, DHCP relay option 82, DHCP relay option 12			
		(f) The switch should support multiple images & configurations, port descriptions, editable system prompt,			
		CPU monitoring feature, memory monitoring feature, SNTP, debug, encrypted password			
		(g) The switch should support 802.3ah ethernet link OAM & connectivity Fault management features			
		(h) The switch should have inbuilt power saving technique on all Gigabit RJ-45 ports			

Ser No	ltem	Specification/characteristics	Specification of items offered with Make&Model	Compliance of TE Specification- Whether Yes/No	In case of non- compliance deviation from TE to be specified in unambiguous terms
		(j) The switch should have cable diagnostic function to check the status of connected RJ-45 cables.			
		(k) The switch should have operating temperature atleast 0-50 degree Celsius.			
		(I) The switch should be RoHS compliant & should have following certifications: CE class A, FCC class A, IC class A, C tick, VCCI.			
		(m) OEM should have valid ISO 9001 & ISO 14001 for Design & Development			
		(n) OEM & Brand together should be present in India at least for last 10 years			
4.	Layer 2	Technical Specifications			
	Managed Switch	(i) L2 Managed SmartPro Switch with 24x10/100/1000BaseT ports with 4xcombo SFP slots loaded with 2			
	48 Port	Nos of 1000 Mbps single mode transrecivers supporting distance upto 10 Km.			
		(ii) The switch should be 19" Rack Mount size with 1U height.			
		(iii) The switch should have console port and SD Card slot			
		(iv) The switch should have smart fans with sancer IC that provide different fans speed based on different temperature			
		(v) The switch should have the support for redundant power supply			
		(vi) The switch should have switching capacity atleast 88 Gbps and packet forwarding rate atleast 65Mbps for 64 Bites			
		packets size			
		(vii) The switch should have non-blocking architecture & wire-speed performance under fully loaded condition.			
		(viii) The switch should have physical stacking capability of atleast 6 switches per stack & stacking bandwidth atleast 40 Gbps.			
		(ix) The switch should have virtual stacking capability of atleast 32swiches in a stack.			
		(x) The switch should have the following Layer-2 features from day-1			
		(a) The switch should have atleast 16k MAC address table size. Atleast 256 static MAC & atleast 128 static multicast MAC.			
		(b) The switch should support following flow-control features: 802.3x for full duplex, back- pressure for half duplex & Head-of-line blocking prevention.			
		(c) The switch should have Jumbo frame support for atleast 13 KB frame size.			
		(d) The switch should support UDLD or equivalent features			
		(e) The switch should support 802.1D, 802.1w & 802.1s with atleast 16 MSTP instances, per port & per device			
		(f) The switch should be able to avoid the loop occurring in a single port connected to an unmanaged switch/hub by shutting down the corresponding port or corresponding VLAN.			
		(g) The switch should support Ethernet Ring Protection Switching (ERPS) maximum 50 Milli second recovery time			

Ser No	ltem	Specification/characteristics	Specification of items offered with Make&Model	Compliance of TE Specification- Whether Yes/No	In case of non- compliance deviation from TE to be specified in unambiguous terms
		(h) The switch should support 802.3ad link aggregation with atleast 32 groups per device & atleast 8 Port per			
		groups. LACP, cross-stack trunk  (j) The switch should support port mirroring with atleast 4 mirroring groups. Should support Tx, Rx & both based			
		mirroring should support one to one & many-to-one mirring, flow based mirroring, RSPAN.			
		(k) The switch should support IGMP v1, v2 & v3 snooping with atleast 1024 snooping groups. Should support IGMP snooping per VLAN, host based IGMP snooping fast leave, load balancing the multicast traffic when working with LACP or trunk, Static IGMP group			
		(I) The switch should support support MLD v1 & v2 snooping groups. Per VLAN MLD snooping			
		(m) The switch should support atleast 4K VLAN groups, 802.1Q, 8021v protocol based VLAN, atleast 16 protocol based VLAN per physical prot, support multiple VLANs for each protocol, support VLAN classification based on ether type.Q-in-Q			
		(n) The switch should support GVRP, Voice VLAN, Port-based VLAN, MAC-based VLAN, Asymmetric VLAN			
		(o) The switch should support gratuitous ARP.			
		(xi) The switch should have the following Layer-3 features from day-1			
		(a) The switch should support atleast 512 static routes			
		(b) The switch should support IPv6 routing			
		(c) The switch should support ARP proxy, IPv6 neighbor discovery			
		(xii) The switch should have the following QoS features from day-1			
		(a) The switch should support 802.1p, DSCP, atleast 8 queues per port. Three colour marker			
		(b) The switch should have following queue handling methods: strict, weighted round robin, strict+ weighted round robin. WCMP			
		(C) The switch should CoS & be able to classify packets based on following parameters: VLAN ID, 802.1p priority, MAC address Ethertype, DSCP, protocol type, IPv4 address, TCP/UDP port number, User defined packet content IPv6 address.			
		(d) The switch should support port based ingress & gress bandwidth control with minimum granularity 64 Kbps.			
		(e) Flow based ingress & egress bandwidth control with minimum granularity of 64 kbps.			
		(f) The switch should support time based QoS.			
		(xiii) The switch should have the following security features from day-1			
		(a) The switch should support access control list based on VLAN ID, MAC address, Ether type 802.1p priority, DSCP, protocol type, TCP/UDP port, IPv4 address, IPv6 address IPv6 traffic class			
		(b) The switch should support time based ACL.			

Ser No	Item	Specification/characteristics	Specification of items offered with Make&Model	Compliance of TE Specification- Whether Yes/No	In case of non- compliance deviation from TE to be specified in unambiguous terms
		(C) The switch should support binding of IP address & MAC address with the interface for both IPv4 & IPv6			
		(d) The switch should support SSHv2 for both IPv4 & IPv6, SSLv1v2v3 for both IPv4 & IPv6 port security with atleast 64 MACs per port			
		(e) The switch should support broadcast, multicast & unicast strom control			
		(f) The switch should have feature to protect the CPU from protocol control packet attack.			
		(g) The switch should support DHCP server screening, DHCP client filtering, ARP spoofing prevention BPDU attack protection			
		(h) The switch should support 802.1x - RFC 3580 web based access control with customizable web page, MAC based access control, guest VLAN, Microsoft NAP, RADIUS accounting			
		(j) The switch should support following authentication methods: local data base, RADIUS TACACS, TACACS+ XTACACS			
		(k) The switch should support web based access control for IPv6			
		(I) The switch should have atleast 4 level user account for management access			
		(xiv) The switch should have the following Management features from day-1			
		(a) The switch support web based –GUI (IPv4 & IPv6), CLI, telnet server & client (IPv4 & IPv6), TFTP client (IPv4 & IPv6), Zmoderm, snmpv1v2cv3, SNMP over IPv6, Syslog.sFlow, ICMPv6			
		(b) The switch should have SNMP trap supporting following events: new MAC notification power and Fan errors/recovery, cold/warm start-up, gratuitious ARP, Link state change, STP state change SNMP authentication failure, Management access violation, port security violation, DHCP server screening			
		(c) The switch should be able to enable trusted host by following applications; Telnet, SNMP, HTTP,HTPssh, Ping			
		(d) The Switch should be able to support SMPTP as per RFC 2821			
		(e) The Switch should support to RMONv1 &V2, 802.1 AB LLDP, BooTP & DHCP client, DHCP relay option 82, DHCP relay option 12			
		(f) The Switch should support multiple images & configurations, port descriptions, editable systems prompt, CPU monitoring feature, memory monitoring feature, SNTP, encrypted password			
		(g) The Switch should be support 802.3ah ethernet link OAM & connectivity fault management features			
		(h) The switch should have inbuilt power saving technique on all Giagabit RJ-45 ports			
		(j) The switch should have cable diagnostic function to check the status of connected RJ-45 cables			
		(k) The switch should have operating temperature atleast 0-50 degree Celsius.			
		(I) The switch should be RoHS compliant & should have following certifications: CE class A FCC class A, IC class A,C tick, VCCI.			
		(m) OEM should have valid ISO 9001 & ISO 14001 for Design & Development			
		(n) OEM & Brand together should be present in India at least for last 10 years			

Ser No	ltem	Specification/characteristics	Specification of items offered with Make&Model	Compliance of TE Specification- Whether Yes/No	In case of non- compliance deviation from TE to be specified in unambiguous terms
5.	Layer 2	Technical Specifications			
	Managed Switch	(i) L2 Managed SmartPro Switch with 24x10/100/1000BaseT ports with 4xcombo SFP slots loaded with 2			
	8 Port	Nos of 1000 Mbps single mode transrecivers supporting distance upto 10 Km.			
		(ii) The switch should be 19" Rack Mount size with 1U height.			
		(iii) The switch should have console port and SD Card slot			
		(iv) The switch should have smart fans with sancer IC that provide different fans speed based on different temperature			
		(v) The switch should have the support for redundant power supply			
		(vi) The switch should have switching capacity atleast 88 Gbps and packet forwarding rate atleast 65Mbps for 64 Bites packets size			
		(vii) The switch should have non-blocking architecture & wire-speed performance under fully loaded condition.			
		(viii) The switch should have physical stacking capability of atleast 6 switches per stack & stacking bandwidth atleast 40 Gbps.			
		(ix) The switch should have virtual stacking capability of atleast 32swiches in a stack.			
		(x) The switch should have the following Layer-2 features from day-1			
		(a) The switch should have atleast 16k MAC address table size. Atleast 256 static MAC & atleast 128 static multicast MAC.			
		(b) The switch should support following flow-control features: 802.3x for full duplex, back- pressure for half duplex & Head-of-line blocking prevention.			
		(c) The switch should have Jumbo frame support for atleast 13 KB frame size.			
		(d) The switch should support UDLD or equivalent features			
		(f) The switch should support 802.1D, 802.1w & 802.1s with atleast 16 MSTP instances, per port & per device			
		(f) The switch should be able to avoid the loop occurring in a single port connected to an unmanaged switch/hub by shutting down the corresponding port or corresponding VLAN.			
		(g) The switch should support Ethernet Ring Protection Switching (ERPS) maximum 50 Milli second recovery time			
		(h) The switch should support 802.3ad link aggregation with atleast 32 groups per device & atleast 8 Port per groups. LACP, cross-stack trunk			
		(j) The switch should support port mirroring with atleast 4 mirroring groups. Should support Tx, Rx & both based mirroring should support one to one & many-to-one mirring, flow based mirroring, RSPAN.			
		(k) The switch should support IGMP v1, v2 & v3 snooping with atleast 1024 snooping groups. Should support IGMP snooping per VLAN, host based IGMP snooping fast leave, load balancing the multicast traffic when working with LACP or trunk, Static IGMP group			
		(I) The switch should support support MLD v1 & v2 snooping groups. Per VLAN MLD snooping			

Ser No	Item	Specification/characteristics	Specification of items offered with Make&Model	Compliance of TE Specification- Whether Yes/No	In case of non- compliance deviation from TE to be specified in unambiguous terms
		(m) The switch should support atleast 4K VLAN groups, 802.1Q, 8021v protocol based VLAN, atleast 16 protocol based VLAN per physical prot, support multiple VLANs for each protocol, support VLAN classification based on ether type.Q-in-Q			
		(n) The switch should support GVRP, Voice VLAN, Port-based VLAN, MAC-based VLAN, Asymmetric VLAN			
		(o) The switch should support gratuitous ARP.			
		(xi) The switch should have the following Layer-3 features from day-1			
		(a) The switch should support atleast 512 static routes			
		(b) The switch should support IPv6 routing			
		(c) The switch should support ARP proxy, IPv6 neighbor discovery			
		(xii) The switch should have the following QoS features from day-1			
		(a) The switch should support 802.1p, DSCP, atleast 8 queues per port. Three colour marker			
		(b) The switch should have following queue handling methods: strict, weighted round robin, strict+ weighted round robin. WCMP			
		(c) The switch should CoS & be able to classify packets based on following parameters: VLAN ID, 802.1p priority, MAC address Ethertype, DSCP, protocol type, IPv4 address, TCP/UDP port number, User defined packet content IPv6 address.			
		(xiv) The switch should have the following Management features from day-1			
		(aa) The switch support web based –GUI (IPv4 & IPv6), CLI, telnet server & client (IPv4 & IPv6), TFTP client (IPv4 & IPv6), Zmoderm, snmpv1v2cv3, SNMP over IPv6, Syslog.sFlow, ICMPv6			
		(ab) The switch should have SNMP trap supporting following events: new MAC notification power and Fan errors/recovery, cold/warm start-up, gratuitious ARP, Link state change, STP state change SNMP authentication failure, Management access violation, port security violation, DHCP server screening			
		(ac) The switch should be able to enable trusted host by following applications; Telnet, SNMP, HTTP,HTP SSH, Ping			
		(ad) The Switch should be able to support SMPTP as per RFC 2821  (ae) The Switch should support to RMONv1 &V2, 802.1 AB LLDP, BooTP & DHCP client, DHCP relay option 82, DHCP relay option 12			
		(af) The Switch should support multiple images & configurations, port descriptions, editable systems prompt, CPU monitoring feature, memory monitoring feature, SNTP, encrypted password			
		(ag) The Switch should be support 802.3ah ethernet link OAM & connectivity fault management features			
		(ah) The switch should have inbuilt power saving technique on all Giagabit RJ-45 ports			
		(aj) The switch should have cable diagnostic function to check the status of connected RJ-45 cables			
		(ak) The switch should have operating temperature atleast 0-50 degree Celsius.			
		(al) The switch should be RoHS compliant & should have following certifications: CE class A FCC class A, IC class A,C tick, VCCI.			

Ser No	Item	Specification/characteristics	Specification of items offered with Make&Model	Compliance of TE Specification- Whether Yes/No	In case of non- compliance deviation from TE to be specified in unambiguous terms
		(am) OEM should have valid ISO 9001 & ISO 14001 for Design & Development			
		(an) OEM & Brand together should be present in India at least for last 10 years			
		(b) The switch should have SNMP trap supporting following events: new MAC notification power and Fan errors/recovery, cold/warm start-up, gratuitious ARP, Link state change, STP state change SNMP authentication failure, Management access violation, port security violation, DHCP server screening			
		(c) The switch should be able to enable trusted host by following applications; Telnet, SNMP, HTTP,HTPssh, Ping			
		(d) The Switch should be able to support SMPTP as per RFC 2821			
		(e) The Switch should support to RMONv1 &V2, 802.1 AB LLDP, BooTP & DHCP client, DHCP relay option 82, DHCP relay option 12			
		(f) The Switch should support multiple images & configurations, port descriptions, editable systems prompt, CPU monitoring feature, memory monitoring feature, SNTP, encrypted password			
		(g) The Switch should be support 802.3ah ethernet link OAM & connectivity fault management features			
		(h) The switch should have inbuilt power saving technique on all Giagabit RJ-45 ports			
		(j) The switch should have cable diagnostic function to check the status of connected RJ-45 cables			
		(k) The switch should have operating temperature atleast 0-50 degree Celsius.			
		(I) The switch should be RoHS compliant & should have following certifications: CE class A FCC class A, IC class A,C tick, VCCI.			
		(m) OEM should have valid ISO 9001 & ISO 14001 for Design & Development			
		(n) OEM & Brand together should be present in India at least for last 10 years			
6.	Layer 3	Features & Technical Specifications			
	Managed Switch 24 Port	(i) L3 stackable fully managed switch having 24x10/100/1000BaseT ports with 4xcombo SFP slots & 4x SFP+ slots			
		(ii) SFP slots should support IEEE 802.3z & IEEE 802.3u compliant transceivers & SFP+ slots should support IEEE 802.3z, IEEE 802.3ae & IEEE 802.3aq compliant transceivers			
		(iii) The switch should be 19" Rack Mount size with 1U height.			
		(iv) The switch should have console port & Ethernet port for out of band management & external SD card memory slot			
		(v) The switch should have intelligent fans with sensor that provides different fan speed based on different			
		temperature.			
		(vi) The switch should have support for redundant power supply.			
		(vii) The switch should have power consumption less than 60 Watt.			
]		(viii) The switch should have built-in hardware feature for both external event detection & alarm action			

Ser No	Item	Specification/characteristics	Specification of items offered with Make&Model	Compliance of TE Specification-Whether Yes/No	In case of non- compliance deviation from TE to be specified in unambiguous terms
		(ix) The switch should have switching capacity at least 128Gbps & packet forwarding rate at least 95.24Mpps for 64-bytes packet size			
		(x) The switch should have non-blocking architecture & wire-speed performance under fully loaded condition.			
		(xi) The switch should have physical stacking capability of at least 12 switches per stack & stacking			
		bandwidth at least 40Gbps.			
		(xii) The switch should have virtual stacking capability of at least 32 switches in a stack.			
		Following Layer-2 features should be available in the switch from first day			
		(i) At least 32K MAC address table size. At least 256 static MAC support.			
		(ii) Jumbo frame support for at least 13KB frame size.			
		(iii) Flow-control features: 802.3x for full duplex, back -pressure for half duplex & Head-of-line blocking			
		prevention.			
		(iv) UDLD or equivalent features.			
		(v) IEEE 802.1D (STP), 802.1w (RSTP) & 802.1s (MSTP) with at least 64 MSTP instances, per port & per			
		device BPDU filtering, Root Guard or equivalent features.			
		(vi) Avoidance of the loop occurring in a single port connected to an unmanaged switch/hub by shutting			
		down the corresponding port or corresponding VLAN			
		(vii) Ethernet Ring Protection Switching (ERPS) with maximum 50milli second recovery time.			
		(viii) IEEE 802.1AX & 802.3ad Link aggregation with at least 32 groups per device & at least 8 ports per groups. LACP, cross-stack trunk support.			
		(ix) Port mirroring with at least 4 mirroring sessions. Should support Tx, Rx & both based mirroring. Should support one-to-one & many-to-one mirroring, flow based mirroring, RSPAN.			
		(x) IGMP v1 v2 & v3 snooping with at least 1000 snooping groups. Should support IGMP snooping per			
		VLAN, host based IGMP snooping fast leave, at least 64 static multicast addresses, L2 multicast filtering			
		(xi) MLD v1 & v2 snooping with at least 1000 snooping groups. Per VLAN MLD snooping. At least 64 static			
		multicast addresses			
		(xii) At least 4K VLAN groups, 802.1Q, 802.1v protocol based VLAN, support multiple VLANs for each			
		protocol, support VLAN classification based on ether type, Q-in-Q, GVRP, Voice VLAN, Port-based VLAN,			
		MAC-based VLAN, Asymmetric VLAN, private VLAN, MVR (Multicast VLAN Registration) or equivalent			
		feature.			
		Following Layer-3 features should be available in the switch from first day			
		(i) At least 12K routing table entry size with atleast 256 static route entry support.			

Ser No	Item	Specification/characteristics	Specification of items offered with Make&Model	Compliance of TE Specification- Whether Yes/No	In case of non- compliance deviation from TE to be specified in unambiguous terms
		(ii) Default route, RIPv1, RIPv2, RIPng, OSPFv2, OSPFv3, BGP, BGP+, Route Redistribution, Policy based			
		route			
		(iii) Equal cost & weighted cost multipath routing. Atleast 32 static multipath routes			
		(iv) Multicast forwarding table size: atleast 2000, IGMPv1v2v3, MLDv1v2, IGMP filtering, static IP multicast			
		route, PIM-DM, PIM-SM, PIM-SSM, PIM-Sparse-Dense mode, PIM SM IPv6, DVMRPv3			
		(v) IPv6 tunneling			
		Following QoS features should be available in the switch from first day			
		(i) IEEE 802.1p, DSCP, at least 8 queues per port.			
		(ii) Queue handling methods: strict, weighted round robin			
		(iii) QoS& classification of packets based on following parameters: VLAN ID, 802.1p priority, MAC address,			
		Ethertype, DSCP, protocol type, IPv4 address, TCP/UDP port number, User defined packet content, IPv6			
		address, IPv6 traffic class			
		(iv) Support trTCM (two rate Three Colour Marker) &srTCM (single rate Three Colour Marker)			
		(v) Port & flow based bandwidth control with minimum granularity 64Kbps.			
		(vi) Time based QoS.			
		Following security features should be available in the switch from first day			
		(i) Access control list based on VLAN, MAC address, Ether type, 802.1p priority, DSCP, protocol type, TCP/UDP port, IPv4 address, IPv6 address, IPv6 traffic class, user defined packet control			
		(ii) Time based ACL.			
		(iii) Binding of IP address & MAC address with the interface.			
		(iv) SSHv2 for both IPv4 & IPv6, SSLv1v2v3 for both IPv4 & IPv6, Port security with at least 64 MACs per			
		port.			
		(v) Broadcast, multicast & unicast strom control.			
		(vi) Protection of the CPU from protocol control packet attack.			
		(vii) DHCP server screening, DHCP client filtering, ARP spoofing prevention, BPDU attack protection.			
		(viii) IEEE 802.1x RFC 3580, web based access control, MAC based access control, guest VLAN, Microsoft NAP, RADIUS accounting.			
		(ix) Authentication supported based on : Local data base, RADIUS server			
		(x) Web based access control for IPv6			
		(xi) At least 4 level user account for management access. RADIUS & TACACS+ authentication for			
		management access.			

Ser No	Item	Specification/characteristics	Specification of items offered with Make&Model	Compliance of TE Specification- Whether Yes/No	In case of non- compliance deviation from TE to be specified in unambiguous terms
		Following management features should be available in the switch from first day			
		(i) Web based -GUI (IPv4 & IPv6), CLI, telnet server & client (IPv4 & IPv6), TFTP client (IPv4 & IPv6), Zmodem, SNMPv1v2cv3, Syslog. sFlow, ICMPv6			
		(ii) RMONv1 & v2, LLDP (802.1AB), LLDP-MED, BooTP& DHCP client supporting both IPv4 & IPv6, DHCP relay option 82, DHCP relay option 60 & 61.			
		(iii) Multiple images & configurations, port descriptions, editable system prompt, CPU monitoring feature, SNTP, debug			
		(iv) 802.3ah Ethernet link OAM			
		(v) Inbuilt power saving technique on all Gigabit RJ-45 ports through energy efficient (IEEE 802.3az)			
		(vi) The switch should be RoHS compliant & should have following certifications: CE class A, FCC class A, IC class A, C tick, VCCI. IPv6 Ready Logo Phase 2			
		(vii) OEM should have valid ISO 9001 & ISO 14001 for Design & Development			
		(viii) OEM & Brand together should be present in India at least for last 10 years			
7.	SFP Module support upto 10Km on Single				
0	Mode Fiber UTP Cable CAT	Features & Technical Specification			
8.	6 305Mtrs Roll	(i) Category 6 Unshielded Twisted Pair 4 pair 100W cable shall be compliant with ANSI/TIA/EIA-568-C.2-1			
	0 303IVILIS IXOII	Additional Transmission Performance Specifications for 4-pair 100W Category 6Cabling. Cat6 cable should be tested up to 600MHz.			
		(ii) Category 6 UTP cables shall extend between the work area location and its associated telecommunications closet and consist of 4 pair, 23 AWG, UTP.			
		(iii) The 4 pair Unshielded Twisted Pair cable shall be UL Listed, ETL Certified.			
		All Category 6 cables shall meet or exceed the following characteristics:			
		(i) Construction: 4 twisted pairs separated by internal X shaped, 4 channel, polymer spine / full separator. Half shall not be accepted.			
		(ii) Conductor Solid bare Copper			
		(iii) Conductor Diameter 0.56±0.005mm (23 AWG)			
		(iv) Insulation :High Density Polyethylene			
		(v) Jacket PVC			
		(vi) Outer Diameter 6.1 mm nominal			
		(vii) Temperature Range -20° to +70°C			

Ser No	Item	Specification/characteristics	Specification of items offered with Make&Model	Compliance of TE Specification- Whether Yes/No	In case of non- compliance deviation from TE to be specified in unambiguous terms
9	RJ-45 Connector	Specifications			
	(100 Pkts)	(i) 30µ" gold plated for reliability			
		(ii) 8P8C modular plug			
		(iii) Colour: Clear			
		(iv) Number of Pins: 8			
10.	RJ-45 Cable 5	Specifications			
	Mtrs Straight	(i) Category 6 UTP Patch Cord5Mtr			
	Cable	(ii) The Patch Cord shall, at a minimum comply with proposed ANSI/TIA/EIA-568-C.2-1 Commercial Building			
		Cabling Standards Transmission Performance Specifications for 4 pair 100W Category 6 Cabling.			
		(iii) Equipped with modular 8-position modular plugs on both ends, wired straight through with standards			
		compliant wiring.			
		(iv) Should have 50 micro inches of gold plating over nickel contacts.			
		(v) Should be covered by ETL verification program for compliance with TIA 568C.2-1.			
		(vi) Conductor size: 24 AWG stranded bare copper			
		(vii) Max O.D.: 5.6mm (.22")			
		(viii) Jacket: PVC UL-94V-O			
		(ix) Operating life: Minimum 750 insertion cycles			
		(x) Contact blade: Phosphor bronze			
		(xi) Contact plating: 50µ" Gold			
		(xii) Plug dimensions & tolerances compliant with FCC Part 68.500 and IEC 60603-7			
		(xiii) Approvals: UL 444 for copper conductor			
		(xiv) Dielectric withstanding voltage :500 V AC			
		(xv) Insulation resistance : 35 M Ohm (Max )			
		(xvi) Operating temperature: -10oC to 80oC			

Ser No	Item	Specification/characteristics	Specification of items offered with Make&Model	Compliance of TE Specification- Whether Yes/No	In case of non- compliance deviation from TE to be specified in unambiguous terms
11.		Features			
	(Data & Voice)	Performs standard tests for Copper Cabling including:			
		(i) Coax, 6Pin (RJ11/12), 8Pin (RJ45) Connectors for Copper Cable Testing			
		(ii) Wiremap for Miswires, Split Pairs, Shorts and Opens			
		(iii) Analog Tone Generator			
		(iv) Voltage Protection			
		(v) Shielded Cable Testing			
		(vi) Single Screen Results			
12.	Crimping Tools	(i) Crimping Tool for crimping of following modular plugs: 8P8C RJ45, 6P6C RJ12 and 4P4C RJ11.			
		(ii) It should have steel handle with padding.			
		(iii) It should have built in cable stripper with stop to ensure correct strip length continuity tester.			
		(iv) It should be suitable for 22-26 AWG wires.			
13.	Rack 6U with	6U 19" wall mount rack which are meant to house small networks, distribution and sub-distribution boards.			
	Accessories	Robust welded frame yet lightweight and modular thus enabling easy transportation and installation			
		Features			
		(i) Adjustable 19" mounting angles provided with skeleton frame structure. Facility to adjust rails at a 15 mm pitch increment			
		(ii) Space for dressing cables at both sides: At least 1.5" clear space at the sides between mounting angle and side doors all along height			
		(iii) Ventilation slots at top and bottom of side doors on both sides			
		(iv) Side doors: To be hinged type with slam latch facility. Hinge to be of spring loaded type so that the side door can be hinged at the front or the rear end of the rack			
		(v) Cable access is possible from top/bottom through knockouts (1.5"dia) provided with rubber grommets to ensure entry of pests into rack from cable entry location			
		(vi) Skeleton frame structure: Allows easy population, fitting on the wall. Side door and front door to have easy hinging so that they can be fitted last			
		(vii) Quick release, lockable glazed front door (toughened tinted glass only permanently pasted onto metal trims at both sides) with single key security lock and right or left hand hinge availability			
		Requirements			
		(i) Wall mount rack 6U, 600mm width, 500mm depth, 19" Robust Frame Structure, Side doors with slam latch, full vented top cover & bottom cover with the cable entry provision			
		(ii) Front tinted glass door			
		(iii) AC main distribution box with 5nos.5 amp socket - 1 No.			

Ser No	ltem	Specification/characteristics	Specification of items offered with Make&Model	Compliance of TE Specification- Whether Yes/No	In case of non- compliance deviation from TE to be specified in unambiguous terms
		(iv) 19" cable manager 1U Metal – 1 No			
		(v) Front panel mounting hardware - 1 Pkts			
4.4	Deels 4011 seith	(vi) 230V AC 90 CFM fans – 1 No			
14.	Rack 42U with	Features & Constructions			
	Accessories	(i) Confirms to IEC 297 all the mounting dimensions on the 42U 19" panel mounts & the spacing & entry dimensions, useable heights etc.			
		(ii) An Aluminium extruded frame structure design, i.e. Aluminium extruded depth support member,			
		Aluminium extruded width support member joined with special locking keys to the aluminium extruded			
		vertical member to form a robust frame structure to have a safe load carrying capacity of 300 kgs. This aluminium frame structure has to be chromate treated & later epoxy powder coated with shade			
		(iii) The front door a single sheet (one piece construction) frame. CNC ventilation slots are provided all along			
		the height to enable natural cooling in the rack. Generally the toughened tinted glass is provided by two			
		metal pieces at either end & the top & bottom ends are left naked. We need a rigid frame with a cut out in the			
		centre to which glass is pasted permanently with a high quality sealant and not by foam tapes or clips. The			
		front door can be left or right hand hinged easily.			
		(iv) 24mm thick rear door fabricated out of a single sheet unlike normal 18mm single bend doors we have			
		provided 24mm thick doors with double degree bends. This again is provided with or without CNC vent.			
		Slots. Fully mesh doors on for 100% natural cooling			
		(v) Joint free gasket used throughout the frame on top & back side for effective cooling & dust protection			
		(vi)To facilitate installation & servicing easily removable side panels based on slam latch concept.			
		Functionality of removable side panels is combined with security of a lock. CNC vent. Slots provided on 1/3 <sup>rd</sup>			
		height			
		(vii) Top cover is provided with CNC ventilation slots all along the sides. Top is provided with cable entry			
		provision with gland plates & rubber grommets			
		(viii) 19" panel mount fabricated out of 14SWG steel & CNC punched to meet IEC 297 & DIN 41494			
		standards are provided at the front & rear. These panel mounts are adjustable all along the depth			
		(ix) Floor Standing Rack 42 U, 600mm Width, 80mm Depth, with Aluminum extruded frame structure design,			
		(Aluminum extruded depth support member, Aluminum extruded width support member joined with special			
		locking keys to the aluminum extruded vertical member to form a robust frame structure. This aluminum frame structure is chromate treated Powder coated to 80 microns; Matt finish. Top cover fully vents. &			
		bottom cover with cable entry provision.			
		(x) Side panels are detachable with slam latches ventilation slot on side panels with locking facility			
		(xi) Front tinted glass door with number lock & keypad			
		(xii) Rear Mesh Type Perforated Still door with lock & key			

Ser No	Item	Specific	cation/characteristics	Specification of items offered with Make&Model	Compliance of TE Specification- Whether Yes/No	In case of non- compliance deviation from TE to be specified in unambiguous terms
		Accessories				
		(i) Castors Kit (2 with brake & 2 without brake) -	- 1 Set			
		(ii) Cantilever Tray 255m D – 1 No				
		(iii) AC main distribution box 6 x 5/15Amp socke	et – 2 Nos			
		(iv) 19" cable manager 1U Metal- 1 No				
		(v) Fan tray with 2 fans with temperature setting	gs (Thermostat) – 1 No			
		(vi) Heavy Duty Shelf – 1 No				
		(vii) Front panel mounting hardware (pack of 20				
15.	Pigtails (FC-SC) 5 Mtrs	Should be minimum 5 mtr in length with FC-SC	connector fitted in one end			
16.	Patch Cord (SC-	Should be minimum 5 mtr in length with SC cor	nector fitted in one end and LC connector in another end.			
	LC) 5 Mtrs	Fiber Optic				
		Grade	9/125 SM			
		Termination	SC-Style in one end and LC style in the other end			
		Insertion Loss	Less than 0.5 dB			

Appendix ' B' (Refer Para 22 to Part IV of TE No 68392/Sigs 7/Proj/ ANW/Upgradation/14-15 Dt 20 Feb 2015)

### **COMPLIANCE TO SPECIAL CONDITIONS OF TENDER ENQUIRY**

Ser No	Particulars	Compliance – Whether Yes /No	Mention the Page No where concerned documents enclosed
1.	Registered bidders (DGS&D, DGQA, NSIC,OFB or any other central registration authority) must enclose a duly authenticated copy of proof of registration. It is mandatory for Unregistered bidders to fulfill the following special conditions for their Tender to be considered		
	(a) The following documents duly authenticated may be submitted along with your technical bid :-		
	(i) Copy of PAN.		
	(ii) TEC approval from DOT for the product being offered.		
	(iii) Trade License/manufacturing license.		
	<ul><li>(iv) Permanent Sale Tax regn No.</li><li>(v) Sale Tax clearance certificate indicating the amount if sales tax paid in last three fin years.</li></ul>		
	(vi) ECS certificate .		
	(vii) Distribution/Dealership Certificate		
	<ul><li>(viii) Technical literature of all items being supplied.</li></ul>		
	(b) Banker's solvency certificate in the standard format.		
	(c) Proof of execution of at-least one Institutional supply order of equivalent or higher quantity or 2 supply orders of 41% of quantity within last 2 years, preferably with Army/defence/other Govt. purchaser.		
	(d) Proof of ISO certification if held.		
	(e) Indian firm offering items of foreign manufacture must be enlisted by DGS&D, as per Govt. orders, where such enlistment is considered applicable by DGS&D.		
2.	OEM Certificate. The vendor should provide OEM certificate as per format attach at the Appendix 'E'.		

#### Appendix 'C'

(Refer Para 2 to Part V of TE No 68392/Sigs 7/Proj/ ANW/Upgradation/14-15 Dt 20 Feb 2015)

#### **PRICE BID FORMAT**

- 1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows:-
  - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
  - (b) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given below.

Ser No	Description	A/U	Qty	Cost per unit in figures (in Rs)	Total Cost in words and figures (in Rs)
(a)	E1 to Ethrenet Converter	Pair	04		
(b)	LAN Extender	Pair	80		
(c)	Layer 2 Managed Switch 24 Port	Nos	08		
(d)	Layer 2 Managed Switch 48 Port	Nos	02		
(e)	Layer 2 Managed Switch 8 Port	Nos	08		
(f)	Layer 3 Managed Switch 24 Port	Nos	03		
(g)	SFP Module Support upto 10Km on Single Mode Fiber	Nos	20		
(h)	UTP Cable CAT 6 305Mtrs Roll	Roll	12		
(j)	RJ-45 Connector (100 Pkts)	Box	20		
(k)	RJ-45 Cable 5 Mtrs Straight Cable	Nos	50		
(l)	LAN Tester (Data & Voice)	Nos	06		
(m)	Crimping Tools	Nos	02		
(n)	Rack 6U with Accessories	Nos	04		
(o)	Rack 42U with Accessories	Nos	02		
(p)	Pigtails (SC-SC) 5 Mtrs	Nos	200		
(q)	Patch Cord (SC-LC) 5 Mtrs	Nos	200		
(r)	Total Cost of Basic Equipments				
(s)	Sales Tax (if any)				
(t)	Installation/Commissioning Charges (If any	)			
(u)	Service Tax (if any)				
(v)	Freight Charges (if any)				
(w)	VAT (if any)				
(x)	Other Taxes (if any)				
(y)	Total project cost including all taxes				
(z)	Rate of AMC offered per year with amount				
	The items mentioned at SerNos 1 (a to Details of Items/Services Required purview of the AMC.				

#### **Note**

- 1. Unit price should be excluding all Government duties. Duties/Taxes etc should be specified separately giving the current rate as applicable
- 2. Installation/Commissioning charges should be mentioned separately. It cannot be clubbed together with Basic Cost of equipments.

#### PLEASE SPECIFY THE FOLLOWING

#### (ALL COLUMNS ARE TO BE FILLED OTHERWISE THE OFFER IS LIABLE TO BE REJECTED).

(a)	Installation/Commissioning Charges	
(b)	Discount, if offered (Answer in YES/NO).	
(c)	Indicate the amount of discount.	
(d)	Is Excise Duty is extra? (Answer in YES/NO).	
(e)	If Excise Duty is extra, indicate the extent/current rate of Excise duty liveable for item.	
(f)	Surcharges on Excise duty.	
(g)	Is Sales Tax is extra? (Answer in YES/NO).	
(h)	If Sales Tax is extra, indicate the rate against the Concessional Form.	
(j)	Is Customs Duty Exemption Certificate (CDE) required? (Answer in YES/NO) IF CDE IS REQUIRED INDICATE AND ENCLOSE THE NOTIFICATION UNDER WHICH CDE CAN BE ISSUED.	
(k)	If CDE is required indicate <b>CIF</b> value of stores to be imported.	
(1)	If CDE is required indicate the Customs Duty payable.	
(m)	Is your company exempted from payment of Sales Tax and Excise Duty? (Answer in Yes/No).	
(n)	Any other duty/levy.	
(o)	Details of EMD (if applicable).	
(p)	Acceptance of Performance Bank Guarantee on confirmation of order.	

Note: the tenderers are required to spell out the rates of Customs duty, Excise duty, sales tax, in unambiguous terms, otherwise their offers will be loaded with the maximum rates of duties and taxes for the duties and taxes for the purpose of comparison of prices.

(Signature of Tenderers)
Date
Name of the firm

#### Note:-

- 1. <u>Consideration of L1 Vendor</u>. L1 Vendor will be decided on the basis of total cost of the project and including all types of taxes and charges.
- 2. No part tender will be entertained. Project being a turn key.
- 3. There are no ROW charges.
- 4. The transportation and handling charges are to be included in the Grand total amount.
- 5. The cost of AMC in terms of percentage per year upto 7 years after warranty period will be considered.
- 6. All pages of the Tender documents should have company seal and be signed by competent authority to confirm acceptance of all terms and conditions. In the absence of the same bid may be rejected.

#### Appendix D

(Refer Para 7 to Part III of TE No 68392/Sigs 7/Proj/ ANW/Upgradation/14-15 Dt 20 Feb 2015)

### **NON DISCLOSURE AGREEMENT**

This Agreement is executed at on the day of (the "Effective Date") by and between
President of India and

#### **WHEREAS**

- 1. The parties are desirous of entering into a business relationship with each other (the "Purpose").
- 2. During the course of such relationship both Parties may disclose certain confidential and sensitive information to each other.
- 3. That Parties have agreed to enter into this agreement to record their understanding in respect of the disclosure of such information.

### NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND THIS AGREEMENT WITNESSTH AS UNDER:

- 1. As used herein, "Confidential Information" shall mean unit name, location of unit telephone Number of unit, any appointment of unit, name of officer/men of unit to be provided by either party ("the Disclosing Party") to the other ("the Recipient") including all Confidential Information provided by the disclosing Party to the Recipient shall remain the sole and exclusive property of the Disclosing Party.
- 2. The Recipient agrees that at all times it shall: (a) only disclose the Confidential Information Recipient's employees and contractors who have written and binding non-disclosure obligations with Recipient that are as restrictive as those herein and then only for the Purpose: (b) will host in strict confidence and not disclose to any third party the Confidential Information, except as approved in writing by the Disclosing Party. Notwithstanding the above, the Recipient shall not be in violation of this Clause 2 with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Recipient provides the Disclosing Party with prior written notice of such disclosure.
- 3. The Recipient shall immediately notify the Disclosing Party upon discovery of any threatened breach, actual loss or unauthorized disclosure of the Confidential Information.
- 4. Upon written request of the Disclosing Party, the Recipient shall promptly return to the Disclosing Party all documents regarding Confidential Information or certify the destruction thereof.
- 5. The Parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights to the Recipient, by license or otherwise, to any Confidential Information of the Disclosing Party disclosed pursuant to this Agreement, or to any invention. The Recipient shall not derive any profit from the use of the Confidential Information in an unauthorized manner to the exclusion of the Disclosing Party.
- 6. The Confidential Information shall not be reproduced in any from except in accordance with the provisions of this Agreement. Any reproduction of any Confidential Information by the Recipient shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends, which appear on the original, unless otherwise authorized in writing by the Disclosing Party.

- 7. The Recipient acknowledge that its breach of the Agreement may cause irreparable damage to the Disclosing Party and agrees that the Disclosing Party shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.
- 8. The Agreement contains the final, complete and exclusive agreement of the Parties relative to the subject matter hereof and supersedes all prior and contemporaneous understanding and agreements relating to this subject matter and may not be changed, modified, amended or supplemented except by written instrument signed by both parties. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such provision shall be severed and the remainder of the agreement will continue in full force and effect. Recipient hereby acknowledges that no remedy at law will afford Discloser adequate protection against or appropriate compensation for beach of Recipient's obligations under this agreement. Recipient agrees that Discloser shall be entitled to seek specific performance of Recipient's obligations.
- 9. Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.
- 10. This Agreement shall be governed by and construed in accordance with the laws of the India and the Parties hereby submit to the jurisdiction of the courts of New Delhi.
- 11. This Agreement may not be amended except by writing by both Parties hereto.
- 12. All notices or reports permitted or required under this agreement shall be in writing and shall be delivered by personal delivery, facsimile transmission, e-mail delivery, or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgement of receipt of facsimile transmission. Notices shall be sent to the addresses as either Party may specify in writing.
- 13. **Term**. This Agreement shall continue in full force and effect for a term of 12 months from the Effective Date. The termination of this Agreement shall not relieve either Party of its obligations with respect to Confidential Information disclosed under this Agreement for a period of 5 (five) years from the Effective Date.

IN WITNESS executed as of	•	•	hereto	have	caused	this	Non-Disclosure	Agreement	to	be
For	·				For					

Date:

By:	By:
Title:	Title:
Signature:	Signature:

Date:

### **Annexure E**

(Refer Para13 of Para IV' of TE No 68392/Sigs 7/Proj/ANW/Upgradation/14-15 Dt 20 Feb 2015)

### **OEM CERTIFICATE**

We M/s	(OEM) is hereby authorize M/s	(Vendor) to			
bid in "Procurement of sto	ores for upgradation of Access NW at Shillor	ng, Narangi and			
Vairengte FY 2014-15" We c	ertify that an agreement between M/s	(OEM)			
and M/s	(Vendor) is in place (Copy enclosed). We M/s				
(OEM) hereby state that we will provide maintenance and repair cover for the project "Procurement					
of stores for upgradation of Access NW at Shillong, Narangi and Vairengte FY 2014-15" for					
duration of three years (Warra	anty period) and thereafter for seven years (AMC perio	od).			