

Tender Document for Supply and Installation of Networking Equipment including Integration
with Existing LAN Setup of CWC at Sewa Bhawan, R.K. Puram, New Delhi

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
SOFTWARE MANAGEMENT DIRECTORATE**



**NOTICE INVITING E-TENDER
FOR
SUPPLY AND INSTALLATION OF NETWORKING EQUIPMENT
INCLUDING INTEGRATION WITH EXISTING LAN SETUP OF CWC
AT SEWA BHAWAN, R.K. PURAM, NEW DELHI**

Last date for online submission of e-Tender : 23.10.2017 up to 10:30 AM
Date of opening of e-Tenders (Technical bid) : 23.10.2017 at 11:30 AM

OFFICER INVITING THE E- TENDER:

**Deputy Director, Software Management Directorate, CWC,
6th Floor(S), Sewa Bhawan, R.K. Puram, New Delhi –
110066**

(Certified that this document contains total 29 Pages)

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SECTION I

INVITATION FOR BIDS

1. The Deputy Director, Software Management Directorate, Central Water Commission (CWC), New Delhi (hence forth called as purchaser) on behalf of the President of India invites online bids on ETS Portal of Telecommunications Consultants India Ltd (TCIL) for **Supply and Installation of Networking Equipment Including Integration with existing LAN setup of CWC at Sewa Bhawan, R.K. Puram, New Delhi** from eligible bidders who meet following eligibility criteria:
 - a. The Bidder should have satisfactorily completed works of installation and commissioning or supply of Networking equipment of Local Area Network (LAN) during the last seven years as on 30.06.2017 as under:

Three works, each costing not less than Rs. 1.3 lacs or
Two works, each costing not less than Rs. 2 lacs or
One work costing not less than Rs. 2.7 lacs

Copy of completion report along with work order should be enclosed.
 - b. The Bidder should have a minimum average annual financial turnover of Rs. 3 lakh with positive net worth during each of the last three financial years (2014-15, 2015-16 & 2016-17).
 - c. The Bidder should have technical support office in Delhi/ NCR.
 - d. The Bidder should have mandatory registrations such as TIN/ TAN/ PAN etc.
 - e. The Bidder should not have been blacklisted by any Central/ State Government/ Public Sector Undertaking/ Autonomous Bodies under Central and State Governments in India.
2. Tender Document is available on TCIL website URL <https://www.tcil-india-electronictender.com>, Central Public Procurement (CPP) Portal URL www.eprocure.gov.in and CWC website URL www.cwc.gov.in. The bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com> up to 10:30 AM of 23rd Oct.2017.
3. Tender methodology proposed to be adopted by the CWC will be “TWO Bid systems” i.e. Technical Bid and Commercial Bid with Technical bid containing prequalification.
4. Schedule of events:
 - i. Tender No. : 6/2/Internet/2016/SMD/1373
 - ii. Cost of Tender : Rs. 500/-
 - iii. Bid Security/ Earnest Money Deposit : Rs. 10,000/-
 - iv. Bid Validity : 90 days from the date of Opening of technical bid.
 - v. Completion of the Work : 30 days from the date of award

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- vi. Date of commencement of downloading
of Tender Documents : 13.10.2017 at 7:30 pm
 - vii. Last date & Time for online submission
of Bids : **23.10.2017 at 10:30 am**
 - viii. Last date & Time for submission of
Tender Fee and Bid Security/
Earnest Money Deposit : **23.10.2017 at 10:30 am**
 - ix. Date and Time of opening of Technical
Bids : **23.10.2017 at 11:30 am**
 - x. Date and Time of opening of Financial
Bids : **To be announced later**
 - xi. Venue of Technical and Financial Bids
Opening : 6th Floor (South), Sewa Bhawan,
R.K. Puram, New Delhi - 110066
- 5. Bidders are advised to study all technical and commercial aspects, instructions, forms, terms and specifications carefully in the tender document. Failure to furnish all information required in the tender document or submission of a Tender not substantially responsive to the tender document in every respect will be at the bidders risk and may result in the rejection of the bid.
 - 6. The OEM / Bidder should have a clean Track record, i.e. The OEM/ Bidder / its sister concern/ any group company should not have been black listed by any Govt. or Quasi- Govt/ Govt. Under taking companies in India at any point of time. (Declaration in this regard to be submitted along with Technical bid).
 - 7. CWC will not be responsible for any costs or expenses incurred by bidders in connection with the preparation and online submission of bids.
 - 8. CWC reserves the right to cancel, postpone, withdraw the invitation for Bids without assigning any reason thereof and shall bear no liability whatsoever consequent upon such a decision if the situation so warrants.
 - 9. CWC reserves the right to accept the tender in part or as a whole.
 - 10. CWC reserves the right to reject any or all the tender(s) received without assigning any reason thereof.
 - 11. All correspondence with regard to the above shall be made to the following address:

**Deputy Director (SMD),
6th Floor (South), Sewa Bhawan, CWC
R.K. Puram, New Delhi – 110 066
Email – smdte@nic.in**

Deputy Director (SMD),
CWC, New Delhi

SECTION II
INSTRUCTIONS TO TENDERERS

1. INTRODUCTION:

- 1.1 E-Tender is available on TCIL website URL <https://www.tcil-india-electronictender.com>, Central Public Procurement (CPP) Portal URL www.eprocure.gov.in and CWC website URL www.cwc.gov.in.
- 1.2 Bidder who has downloaded the tender shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited.
- 1.3 Government of India has made it mandatory to make all procurement with estimated value of Rs. 5 lakh or more through e-procurement mode. For conducting e-procurement, Central Water Commission has decided to use the ETS portal of TCIL, a Government of India Undertaking. Bids may be submitted online only at TCIL Portal <https://www.tcil-india-electronictender.com>.
- 1.4 For online submission of bids on ETS portal, bidders need to register with TCIL. Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Renderer for the e-submission of the bids online through TCIL portal. For any help, TCIL/ ETS Helpdesk may be contacted:

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support (09:30 hrs to 18:00 hrs, Monday to Friday except on Gazetted holidays): +91-11-26241790 (multiple lines) Emergency Support Mobile Numbers (during non-working hours of the Helpdesk): +91-9868393775, 9868393792, 9868393717
E-mail ID	ets_support@tcil-india.com

- 1.5 Intending bidders are advised to check TCIL Portal/ CPP Portal/ CWC website for any corrigendum / amendment.
- 1.6 The broad requirement of the Work, Tender procedures and contract terms are prescribed in this Tender Document comprising of:
- (a) Section-I - Invitation for Bids
 - (b) Section II - Instructions to Bidders;
 - (c) Section III - General Conditions of Contract;
 - (d) Section IV - Scope of Work and Technical Specification
 - (e) Section V – Bid Schedules

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- 1.7 The Bidder is expected to examine all instructions, forms, terms and requirements in the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect will be at the Bidders risk and may result in the rejection of the bid.
- 1.8 Detailed information pertaining to the work will be open for inspection by the tenderer at the office of the above-mentioned officer. Tenderer are advised to inspect and examine the locations where the networking equipment's to be installed and their surroundings and satisfy themselves before submitting their tenders, the form and nature of the site and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects or not and no extra charges consequent on any mis-understanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and other factors having a bearing on the execution of the work.

2. TENDER FEE:

- 2.1 The interested eligible bidder has to submit the tender fee of Rs. 500/- (Rupees Five Hundred Only) in the form of a Demand Draft drawn in favour of DDO-II, CWC, New Delhi, payable at New Delhi to the Deputy Director (SMD), CWC before the last date/ time of submission of online bids. The tender fee will be non-refundable.

3. BID SECURITY/EARNEST MONEY DEPOSIT (EMD):

- 3.1 The bidder has to submit a Bid Security/ Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand Only) in the form of a Demand Draft drawn in favour of DDO-II, CWC, New Delhi, payable at New Delhi to the Deputy Director (SMD), CWC before the last date/ time as stipulated in the Section-I of Tender.
- 3.2 The Bid Security Cost shall remain valid for a period of ninety (90) days from the date of opening of technical bid.
- 3.3 The E.M.D may be forfeited due to following reasons:
 - a) If the Bidder withdraws bid during the period of bid validity.
 - b) If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity.
 - i. fails or refuses to execute the Contract Form, if required; or
 - ii. fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders;

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- 3.4 Unsuccessful bidder's EMD shall be refunded back as promptly as possible, but not later than thirty (30) days after the expiry of the period of bid validity.
- 3.5 The Bid Security of successful bidder shall be returned only after the submission of their acceptance against the issued award of contract within the stipulated time period and furnishing of the performance security.

4. COST OF BIDDING:

- 4.1 The Bidder shall bear all costs associated with the preparation and online submission of its Bid and purchaser will in no case be responsible or liable for these costs, regardless of conduct or outcome of the bidding process.

5. LANGUAGE OF BID:

- 5.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and CWC shall be in English only.

6. BID PRICES:

- 6.1 The Bidders would have to quote the prices in Indian Rupees only for the total scope of work.

7. FIRM PRICES:

- 7.1 Prices quoted must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, whatsoever.

8. DISCOUNT:

- 8.1 The Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the Purchaser shall avail such discount at the time of award of contract.

9. PERIOD OF VALIDITY OF BIDS:

- 9.1 The offer submitted by the bidder shall be valid for a period of 90 days from the date of opening of technical bid. A proposal valid for a shorter period may be rejected as nonresponsive.
- 9.2 In exceptional circumstances, CWC may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by fax or email). A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

10. AMENDMENT IN BIDDING DOCUMENT:

- 10.1 At any time prior to the deadline for online submission of bids, the purchaser, for any reason, may modify the Tender Document by online notification of amendment on TCIL web site URL <https://www.tcil-india-electronictender.com>, Central Public Procurement (CPP) Portal URL www.eprocure.gov.in and CWC website URL www.cwc.gov.in and such amendment shall be binding on all bidders.

11. LAST DATE FOR ONLINE SUBMISSION OF BIDS:

- 11.1 The bids may be submitted online on the TCIL Portal <https://www.tcil-india-electronictender.com> only up to 10:30 AM of 23rd Oct. 2017.
- 11.2 The Purchaser may, at its discretion, extend the last date/ time for online submission of bids by amending the Tender Document, in which case all rights and obligations of the Purchaser and Bidders previously subject to the last date/time will thereafter be subject to the last date/time as extended.

12. SUBMISSION OF DOCUMENTS:

- 12.1 The following documents are to be submitted online in the technical bid part:
- a. Bid particulars as per Annexure 5.1.1 of Section-V.
 - b. Technical bid letter as per Annexure 5.1.2 of Section-V.
 - c. Signed and scanned copy of pre-qualification documents to establish eligibility criteria as under:
 - i. Demand Drafts towards Bid Security/ Earnest Money Deposit and cost of tender documents.
 - ii. Documents in proof of TIN No, TAN No. and PAN No.
 - iii. Last three years Income-tax Clearance Certificate,
 - iv. Audited Balance sheet of last five years.
 - v. Authorization letter from the OEM for networking equipment's.
 - vi. Valid supply order of appropriate value with successful completion certificates of similar works executed during the last 7 years as on 31.12.2016.
 - vii. Undertaking that the Bidder has not been blacklisted by any Central/ State Government/ Public Sector Undertaking/ Autonomous Bodies under Central and State Governments in India.
 - viii. Proof of office address in Delhi /NCR.
 - d. Technical proposal indicating Make & Model of networking equipment's offered with detailed specifications.
- 12.2 The following documents are to be submitted online in the financial bid part:
- a. Financial bid letter as per Annexure 5.2.1 of Section-V.
 - b. Price bid as per Annexure 5.2.2 of Section-V.

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- 12.3 The bidder has to submit following documents in hard copy in a sealed envelope before last date and time of submission of online bid otherwise the bid will not be considered for opening:
- i. Demand Draft towards Bid Security/ Earnest Money Deposit in original.
 - ii. Demand Draft towards tender fee in original.
 - iii. Pass Phrase for Technical & Financial bid in separate sealed envelopes.

13. BID EVALUATION PROCESS:

- 13.1 Technical Bids of only those bidders will be opened whose Earnest Money Deposit (EMD) /Bid Security and Tender Fees is received by the Purchaser before the last date/ time of submission of online bids.
- 13.2 Each document comprising Technical Bid as mentioned in the tender must be submitted with signature at all pages. The submitted documents must proof bidder's eligibility as specified in the Tender.
- 13.3 The Bidder will be dis-qualified in technical bid in case of absence of any one of the required document fulfilling eligibility criteria or mis-match in the technical specification of make & model specified by the bidder with the technical specification as mentioned in the Tender.
- 13.4 Financial bid of only those bidders will be opened who qualifies in Technical Bid.
- 13.5 Financial bid in the same format as mentioned in the tender must be submitted with signature at all pages.
- 13.6 Arithmetic Error, if any, in the price breakup will be rectified on the following basis:
- a) If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected.
- 13.7 Ranking of the Bidders will be done according to the price quoted. Bidder who has quoted the lowest rate will be ranked first and so on.

14. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

- 14.1 The Purchaser reserves the right to accept any bid, and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

15. Purchaser's Right to Vary Scope of Contract

- 15.1 The Purchaser may at any time, by a written order given to the Vendor pursuant to Clause 11 of Section III, make changes within the general scope of the Contract.
- 15.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Vendor's performance of any part of the work under the

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Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this Clause must be asserted within thirty (30) days from the date of the Vendor's receipt of the Purchaser's changed order.

16. LETTER OF INTENT / NOTIFICATION OF AWARD:

- 16.1 The letter of intent / notification of award shall be issued to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily. The successful Bidder shall be required to furnish a letter of acceptance to it within 5 days of issue of the letter of intent / notification of award by Purchaser.

17. SIGNING OF CONTRACT:

- 17.1 Within 15 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall sign a Contract with the Purchaser

18. PERFORMANCE SECURITY:

- 18.1 Within 15 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the form of a Guarantee Bond from a Nationalized / Scheduled Bank

SECTION III

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS:

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Client" or "The Purchaser" means the President of India acting through the Chairperson, CWC, New Delhi.
- (b) "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Client.
- (c) The "Contract" means the agreement entered into between the Client and the Contractor as recorded in the Contract Form signed by the Client and the Contractor, including all attachments and annexes thereto and all documents incorporated by reference therein.
- (d) The "Contractor" or "Vendor" means the firm or the company selected through tendering process and shall be deemed to include the Contractor's successors, representatives (approved by the Client), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
- (e) "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;
- (f) "Service" means services to be provided by the Contractor as per the requirements specified in Section IV of this document and any other incidental services, such as setting up of necessary infrastructure, implementation, provision of technical assistance, training and other such obligations of the Contractor covered under the Contract;
- (g) "Acceptance of Tender" means the letter/Email/ fax or any memorandum communicating to the Tenderer the acceptance of his tender and includes an advance acceptance of his tender.

2. APPLICATION:

2.1 These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

3. STANDARDS OF PERFORMANCE:

3.1 The Contractor shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering practices. It shall employ prudent technical and engineering practices. It shall employ advanced technology and safe and effective equipment, machinery, material and methods. The Contractor shall always act, in respect of any matter

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relating to this Contract, as faithful advisors to the Client and shall, at all times, support and safeguard the Client's legitimate interests in any dealings with Third Parties.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 4.1 The Contractor shall not, without the Client's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Client in connection therewith, to any person other than a person employed by the Contractor in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 4.2 The Contractor shall not, without the Client's prior written consent, make use of any document or information except for purposes of performing the Contract.

5. PERFORMANCE GUARANTEE:

- 5.1 Within 15 days after the receipt of notification of award of the Contract from the Client, the contractor shall furnish Performance Guarantee to the Client, which shall be equal to 10% of the value of the Contract and shall be in the form of a Guarantee Bond from a Nationalized / Scheduled Bank. The validity of the Performance guarantee submitted should be for a period of two months beyond the expiry of warranty period.
- 5.2 The performance guarantee shall be deemed to govern the following guarantees from the successful tenderer, in addition to other provisions of the guarantee:
- The networking equipment supplied under the contract shall be free from all defects/bugs and upon written notice from the client, the successful Tenderer shall fully remedy, free of expense to the client, all such defects/bugs as developed under the normal use of the said equipment.
 - To fulfill the conditions of work contract/purchase order.
 - The performance guarantee is intended to secure the performance of the entire system. However, it is not to be construed as limiting the damages stipulated in any other clauses.

6. INSPECTIONS AND TESTS:

- 6.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 6.2 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 6.3 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

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- 6.4 It will be the responsibility of the Contractor to submit the system test procedure for conducting the post installation site acceptance testing. The procedure submitted by the Tenderer should be drafted in line with the standard practices followed in the industry and should be in accordance with the test procedure and practices specified by the OEM. The draft of Acceptance Testing Procedure should be submitted to the Purchaser for approval at least 15 days before the scheduled site acceptance date. The acceptance test procedure on approval by the purchaser shall become the document for acceptance of the equipment after installation at the site.

7. PROJECT SCHEDULE & MONITORING:

- 7.1 The work has to be successfully completed within 30 days from the date of award of work.
- 7.2 This will form the basis for Monitoring of execution of the project and any delay/slippage from the schedule will be reviewed by both parties in review meetings from time to time and remedial measures decided to complete the project as per the schedule.

8. WARRANTY:

- 8.1 The Contractor warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. This warranty shall remain valid for a period of a minimum 12 months after the Goods or any portion thereof as the case may be, have been delivered, commissioned and accepted at the final destination indicated in the Contract.

9. ONSITE SUPPORT DURING THE WARRANTY PERIOD:

- 9.1 The Contractor shall provide onsite support and maintenance of the extended LAN (Including all items and Equipment) at 5th Floor (South) of Sewa Bhawan, CWC during the warranty period of one year after the successful installation of system.
- 9.2 The Purchaser shall promptly notify the Contractor in writing of any claims arising under this warranty.
- 9.3 Upon receipt of such notice, the Contractor shall, within 24 hours and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser.
- 9.4 If the Contractor, having been notified, fails to remedy the defect(s) within the period specified in 9.3 above, the Purchaser may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

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10. DOCUMENTATION:

10.1 The Contractor shall supply the following documents at the time of Acceptance Test:

- a. Complete set of Technical/Operation and Maintenance Manual
- b. An inventory of items delivered.
- c. Node & connectivity details
- d. Switch installation Report
- e. UTP Wiring diagram

11. CHANGE ORDERS:

11.1 The Client may at any time, by a written order given to the Contractor pursuant to Clause 15 of Section II, make changes within the general scope of the Contract.

11.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Vendor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this Clause must be asserted within thirty (30) days from the date of the Vendor's receipt of the Purchaser's changed order.

12. CONTRACT AMENDMENTS:

11.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the Contractor and the Client.

13. ASSIGNMENTS:

13.1 The contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Department's prior written consent.

14. TERMS OF PAYMENT:

14.1 The payment to the Contractor shall be made as under:

Sl. No.	Item	Release of Payment
1.	Delivery of networking equipment's and completion of work of fitting/ installation of networking equipment's for 160 connections and commissioning of the LAN with test reports.	<ul style="list-style-type: none">i. 100% of the cost of networking equipment'sii. Charges for fitting/ installation of networking equipment's and 160 connections.

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2.	Onsite support and Maintenance of the network laid Including all items and Equipment for a period of one year during the warranty period.	i. Payment in two installments on half yearly basis on successful operation of the network.
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14.2 No Advance payment will be made.

14.3 Payment will be made only after submission of following documents by the Tenderer:

- Pre receipted bills in triplicate
- Delivery Challan
- OEM certification towards cable/ networking equipment supplied to CWC.

14.4 No amount would accrue to the Contractor in case of failure to furnish Performance Security.

15. DELAYS IN THE CONTRACTOR'S PERFORMANCE:

15.1 Delivery of the Goods and performance of Services shall be made by the Contractor in accordance with the time schedule given in the tender document. An unexcused delay by the Contractor in the performance of its Contract obligations shall render the Contractor liable to any or all of the following sanctions:

- a. Forfeiture of its performance
- b. Security Imposition of Liquidated Damages
- c. Termination of the Contract for default.

15.2 If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely delivery of the Goods and performance of Services, the Contractor shall promptly notify the department in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the department shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages as per Clause of GCC, in which case the extension shall be ratified by the parties by amendment of the Contract.

15.3 Except as provided under Clause 18, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to Clause 16 unless an extension of time is agreed upon pursuant to Clause 15.2 without the application of liquidated damages.

16. LIQUIDATED DAMAGES:

16.1 Subject to Clause 18, if the Contractor fails to deliver its Services within the period(s) specified in the Contract, the department shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the 0.5% per week (seven days) or part thereof the contract price of unperformed services for each week (seven days) or part thereof of delay subject to maximum deduction of 10% of the contract price. Once the maximum is reached, the purchaser may consider termination of the contract pursuant to clause 14.

17. TERMINATION FOR DEFAULT:

17.1 The Department, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part.

- i. if the Contractor fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Department pursuant to Clause 15.2;
- ii. if the Contractor fails to perform any other obligation(s) under the contract.

17.2 If any of the submitted documentary evidence is found **forged/duplicate** at any stage of the tendering process or during work execution process, the CWC reserves the right to blacklist the contractor for any future association with any central government department.

17.3 Notwithstanding anything elsewhere provided herein and in addition to any other right or remedy available to CWC under the contract or otherwise including right of CWC to claim compensation for delay, the CWC may, without prejudice to his right against Contractor in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely determine the Contract.

Default or failure by the contractor in any of the under mentioned cases, including but not limited to the following shall be the basis of taking action under this clause of the contract:

- i. Failure to provide at the job site, sufficient labor, material, equipment, machinery, and / or facilities, required for the proper and / or due execution of the work or any part thereof.
- ii. Failure to execute the works or any of them in accordance with the contract.
- iii. Disobedience of any order or instruction of the Officer-in-charge at CWC.
- iv. Negligence in carrying out the work or carrying out of work found to be unsatisfactory by the Officer-in-charge at CWC.
- v. Abandonment of the works or any part thereof.
- vi. If the Contractor is incapable of carrying out the work.
- vii. If the Contractor misconduct in any manner.
- viii. If there is any change in the constitution of the Contractor (if a firm) or in the circumstances or organization of the Contractor, which is detrimental to the interests of CWC.
- ix. Delay in execution of work, which in opinion of CWC shall delay the completion of work beyond the stipulated date of completion.

The decision of the CWC as to whether any of the events/ contingencies mentioned in aforesaid clauses entitling CWC to terminate the contract has occurred shall be final and binding upon the Contractor. The reason for the

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termination stated in the notice of termination shall be final and binding upon the Contractor and shall be non-arbitral. The jobs left however by the Contractor shall be got done at his risk and cost through the other agencies and the Contract shall be determined accordingly. Appropriate action as per codal provision shall be taken against the vendor.

18. FORCE MAJEURE:

- 18.1 Notwithstanding the provisions of Clause 15, 16 and 17, the Contractor shall not be liable for forfeiture of performance security liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform the obligations under the Contract is the result of an event of Force Majeure.
- 18.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include but are not restricted to wars or revolutions or civil commotions, fires, epidemics, quarantine restrictions and freight embargos
- 18.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the Department in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek, all reasonable alternative means for performance not prevented by the force Majeure event.

19. TERMINATION FOR INSOLVENCY:

- 19.1 The Department may at any time terminate the Contract by giving written notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department.

20. RESOLUTION OF DISPUTES:

- 20.1 The Client and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.
- 20.2 For resolution of disputes, appropriate legal action shall be initiated in consultation with the Department of Legal Affairs, Government of India. Relevant section of Indian laws as amended from time to time shall be applicable and binding on the Bidder.

21. GOVERNING LANGUAGE:

- 21.1 The Agreement shall be written in English language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language.

22. APPLICABLE LAW:

22.1 The contract shall be interpreted in accordance with the Indian laws.

23. NOTICES:

23.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or facsimile or email and confirmed in writing to the other party's address specified.

20.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

20.3 The contractor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.

20.4 The Contractor will treat as confidential all data and information about the Department, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Department.

20.5 The Department reserves the right to terminate the contract in full or in part with one month prior notice.

24. TAXES:

24.1 The successful Bidder shall be entirely responsible for all taxes, duties, license fees, etc., in respect of this contract and provisions of Income tax Act regarding deduction of tax at source shall apply.

**SECTION-IV
SCOPE OF WORK AND TECHNICAL SPECIFICATION**

1. SCOPE OF WORK

- 1.1. The scope of work in this tender covers extension of existing Central Water Commission's LAN setup in Sewa Bhawan, R.K. Puram, New Delhi to 5th Floor of Sewa Bhawan (South), CWC which includes providing network connectivity to 160 Nos of nodes (estimated).
- 1.2. A sketch showing location of work space where network connectivity has to be provided is enclosed as part of this Tender Document
- 1.3. The Network of 5th Floor (South) Sewa Bhawan, CWC is to be integrated with LAN of CWC through the Layer 2 & Layer 3 switch located at CWC server room on 5th Floor (South) Sewa Bhawan.
- 1.4. Detailed Bill of material included in this tender is given at Clause 3.0. However, CWC reserves the right for quantity variation due to increase/decrease in requirements. The bidder shall also provide all required equipment which may not be specifically stated herein but are required to meet the intent of ensuring completeness, maintainability and reliability of the total system covered under this specification, including integration and interoperability with the existing LAN.
- 1.5. Scope of Work shall also include
 - a. Powering on equipment after ensuring correctness of terminations, interfaces and power supply and making the system ready for testing and commissioning.
 - b. Testing of LAN Cables after laying, terminations and ferruling at both the ends. All testing tools and instruments shall be brought by the bidder and taken back after the testing.
 - c. Configuration of the equipment as per the requirements of CWC including Network segmentation and Network Monitoring
 - d. Field testing and commissioning of system, including integration with existing CWC Network for internet connectivity.
 - e. Onsite warranty for all Networking Equipment's delivered for one year
- 1.6. In case, the quantity of fixing wall mount sockets etc. exceeds or is less than the quantity in bid price schedule, the payment for the executed quantity shall be paid on pro-rata basis, for the actual quantities for which the installation is carried out through the Bidder on Certification by Site Engineer.

2. General Technical Requirements

- 2.1 All LAN components such as switches, patch cords, Jackpanel, cable managers, I/O box, Rack etc. offered shall be of the standard make such as D-Link/AMP/Systmax/Cisco/HP or equivalent and as per the specifications given in Clause 4 of Section-IV.
- 2.2 Equipment furnished shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally provided with such equipment and/or needed for erection, completion and safe operation of the equipment's as required by applicable codes though they may not have been specifically detailed in the technical specification, unless included in the list of exclusions.

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All similar standard components/parts of similar standard equipment provided, shall be inter-changeable with one another.

- 2.3 The proposed site of networking at Sewa Bhawan has been renovated. The methodology of cabling an installation work, to be adopted, has to ensure minimum damage to the existing finish and no loss to the aesthetic beauty of the renovated floors. Any damage to the existing flooring/ walls/paint etc. shall be made good by the Contractor. It is advised that tenderer should visit site before submitting the tender to get apprised about the site conditions.
- 2.4 The Bidder shall be responsible for providing all materials, equipment's, and services, specified or otherwise, which are required to fulfill the intent of ensuring operability, maintainability, and reliability of the complete equipment covered under this specification within his quoted price. This work shall be in compliance with all applicable standards, statutory regulations and safety requirements in force of the date of award of this contract.
- 2.5 The bidder shall also be responsible for deputing qualified personnel for installation, testing, commissioning and other services under his scope of work as per this specification. All required tools and tackles for completing the scope of work as per the specification is also the responsibility of the bidder.
- 2.6 The bidders proposal shall include the list of tools (such as; crimping tool, Krone punch tool) and accessories which shall be furnished with the equipment. These are to be clearly brought out with itemized price in the bid. However the prices of these special tools and tackles shall be included in the lump sum bid price and would be considered for the bid evaluation.
- 2.7 The exact seating of equipment's and cable routing shall be determined by the contractor in consultation with CWC. The contractor shall prepare his proposed cable routing diagram and estimate the quantities for cable.
- 2.8 The equipment's to be supplied shall operate without any deviation in quality or degradation of system performance and all the parameters detailed in these specifications shall be guaranteed over the following environmental conditions.
- Operating Temperature: 0° C to 45° C
- Humidity : 95% RH (non condensing)

3. Bill of Material

Bill of material included is given below:

Sl. No.	Item	Quantity (Nos.)
1.	CAT 6 I/O Box	160
2.	phase plate and Gang	160
3.	Layer 2 Switch	1
4.	Unmanaged Switch	7
5.	36 U Rack with accessories	1
6.	24 Port Jack Panel with Cable Management Bar	8
7.	CAT-6, 1 Meter UTP Patch Cord	170
8.	CAT-6, 3 Meter UTP Patch Cord	160

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4. Specification of Components:

Technical specification of requisite items is given below:

Sl. No.	Item	Technical Specification
1	CAT 6, I/O Box ,Face Plate and Gang	86x86 mm UK style Single Face Plate with shutter against dust and labeling plate.
2	Layer 2 Switch	Layer 2 Switch with 20 10/100/1000 BASE-T ports, 4 Combo 10/100/1000 BASE-T/SFP ports, 4 SFP+ ports.
3	Unmanaged Switch	24-Port 10/100 Unmanaged Switch.
4	36 U Rack with Accessories.	Power coated steel frame 19" floor mounted Rack of 36 U with key lockable double toughened glass door or perforated for housing the jack panels and Switch stack. Conforms to DIN 41494 or equivalent standard. Racks shall include power distribution arrangement, fan tray with fans, earthing kit, mounting accessories etc.
5	24 Port Jack Panel with Cable Management Bar.	24 - Port Patch Panel for CAT-6 Cable with Cable Management Bar mountable in 19" rack. Panel and Support Bar: PC + Glass Fiber.
6	CAT-6, UTP Patch Cord (1 & 3 Meter)	24 AWG Multi Cores bare Copper. Four pair twisted standard cable terminated with RJ45 modular plugs at both the ends. Meet standards/specifications defined by TIA/EIA-568-C.2 standard.

SECTION-V
BID SCHEDULES

Annexe 5.1.1
(Technical Bid)

BID PARTICULARS

- 1 Name of the Tenderer :
- 2 Full Address of the Tenderer :
- 3 Name of the actual signatory :
- 4 Tenderer's proposal number and date :
- 5 Name & address of the officer to whom
all references shall be made regarding
this tender :

Telephone -

Fax No. -

E-mail -

Witness

Signature

Name -----

Address -----

Company -----

Date -----

Tenderer:

Signature -----

Name -----

Designation -----

Date -----

Company Seal

Annexe 5.1.2
(Technical Bid)

Technical Bid Letter

The Deputy Director (SMD)
Central Water Commission,
6th Floor (S), Sewa Bhawan,
R.K. Puram, New Delhi-110066.

Ref: Tender No:

Sir,

We are an established Contractor in the area of supply and installation of Networking Equipment/ LAN and offer to provide the material and services in line with tender document no. at the prices and rates mentioned in the Price Bid.

2. We enclose herewith the complete Technical Bid as required by you. This includes:
 - a. Bid Particulars (Annexe 5.1.1)
 - b. Bid Letter (Annexe 5.1.2)
 - c. Pre-qualification documents in support of eligibility criteria.
 - d. Technical proposal indicating Make & Model of Networking Equipment offered with detailed specifications.
3. We agree to abide by our offer for a period of 90 days from the date fixed for opening of the Technical Bids.
4. It is certified that our company is having mandatory registrations such as TIN/TAN/PAN etc.
5. We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender. We do hereby undertake, that, in the event of acceptance of our bid, the services shall be provided as stipulated in the Tender document and that we shall perform all the incidental services.
6. We do hereby undertake that, until a formal contract is prepared and executed, this bid, together with your award of contract and our acceptance shall constitute a binding Contract between us.

Dated this day of

Signature of Tenderer

Name & Designation:

Company Seal

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Annexe 5.1.3

(Technical Bid Compliance)

Technical Bid Compliance Matrix

Sl. No.	Item	Technical Specification (Write 'Yes' or 'No')
1	CAT 6, I/O Box ,Face Plate and Gang	86x86 mm UK style Single Face Plate with shutter against dust and labeling plate.
2	Layer 2 Switch	Layer 2 Switch with 20 10/100/1000 BASE-T ports, 4 Combo 10/100/1000 BASE-T/SFP ports, 4 SFP+ ports.
3	Unmanaged Switch	24-Port 10/100 Unmanaged Switch.
4	36 U Rack with Accessories.	Power coated steel frame 19" floor mounted Rack of 36 U with key lockable double toughened glass door or perforated for housing the jack panels and Switch stack. Conforms to DIN 41494 or equivalent standard. Racks shall include power distribution arrangement, fan tray with fans, earthing kit, mounting accessories etc.
5	24 Port Jack Panel with Cable Management Bar.	24 - Port Patch Panel for CAT-6 Cable with Cable Management Bar mountable in 19" rack. Panel and Support Bar: PC + Glass Fiber.
6	CAT-6, UTP Patch Cord (1 & 3 Meter)	24 AWG Multi Cores bare Copper. Four pair twisted standard cable terminated with RJ45 modular plugs at both the ends. Meet standards/specifications defined by TIA/EIA-568-C.2 standard.

Annexe 5.2.1
(Price Bid)

Price Bid Letter

The Deputy Director (SMD)
Central Water Commission,
6th Floor (S), Sewa Bhawan,
R.K. Puram, New Delhi-110066

Ref: Tender No:

Sir,

Having examined the Tender Document for Supply and Installation of Networking Equipment including Integration with Existing LAN Setup of CWC at Sewa Bhawan, R.K. Puram, New Delhi, we, the undersigned, offer to provide material and services in conformity with the Tender Document No.

.....for the sum of (Total bid amount in words and figures).

2. We enclose herewith the Price Schedule in the prescribed form.
3. We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to supply/ installation of Networking Equipment and other services as per these terms and conditions
4. We agree to abide by our offer for a period of 90 days from the date fixed for opening of the Technical Bid.
5. We understand that you are not bound to accept the lowest or any bid you may receive.
6. If our bid is accepted, we will provide Bank guarantee for a sum equivalent to 10% of the Contract Price for the due performance of the Contract as prescribed in the Tender document.
7. We do hereby undertake, that, this bid, together with your award of contract and our acceptance shall constitute a binding Contract between us.

Dated this day of

Signature of Tenderer

Name & Designation:

Company Seal

**Tender Document for Supply and Installation of Networking Equipment's including Integration with Existing LAN Setup of CWC at Sewa Bhawan,
R.K. Puram, New Delhi**

Annexe 5.2.2 (Price Bid)

Price Schedule

Sl. No.	Item	Qty.	Unit	Unit Rate	Tax	Total Unit Rate inclusive of Tax	Total Amount
1.	CAT 6 I/O box	160	Nos				
2.	phase plate and Gang	160	Nos				
3.	24 Port Layer 2 Switch (20 10/100/1000 base-T ports and 4 combo 10/100/1000 base-T/SFP)	1	No				
4.	24 Port Switch (Unmanaged)	7	Nos				
5.	36 U Rack+PDU and Hardwares with 2 fans	1	No				
6.	24 port Jack Panel with cable management bar.	8	Nos				
7.	CAT- 6, UTP Patch Cord 1 Meter	170	Nos				
8.	CAT- 6, UTP Patch Cord 3 Meter	160	Nos				
9.	Fitting and Installation of I/O box with punching, tagging and marking etc.	160	Nos				
10	Fitting and Installation of switches & Jack panel with punching, tagging and marking & cable management in the Rack etc.	8	Nos				
11	Onsite support and maintenance of all devices, cables etc. Used in LAN for the period of 1 year	1	Job				
Total							

Total Bid Price In Indian Rupees (In Words Rupees)

Note: In case of discrepancy, unit rate will prevail

Dated this day of

Signature of Tenderer

Name & Designation:

Company Seal

Appendix-A

**Tender Document for Supply and Installation of Networking Equipment including Integration with Existing
LAN Setup of CWC at Sewa Bhawan, R.K. Puram, New Delhi**

LAYOUT PLAN for 5th Floor of Sewa Bhawan, CWC

Attached on next page

<p>NOTES</p> <p>1. All dimensions are in meters and millimeters.</p> <p>2. All areas are in square meters.</p> <p>3. All areas are rounded off to the nearest square meter.</p> <p>4. All areas are subject to change without notice.</p>	
<p>PROJECT</p> <p>CENTRAL WATER COMMISSION</p> <p>SEVA BHAWAN BIR PURAM NEW DELHI</p>	
<p>TITLE</p> <p>PARTITION LAYOUT PLAN</p> <p>FIFTH FLOOR (SOUTH)</p>	
<p>Archibute Designers Pvt. Ltd.</p> <p>Archibute Designers Pvt. Ltd.</p> <p>Archibute Designers Pvt. Ltd.</p>	
<p>For Approval</p> <p>Drawn by: AJO</p> <p>Scale: 1/8" = 1'-0"</p> <p>Date: 20/07/20</p> <p>Check by: Sany</p> <p>Client: NPCC</p>	

