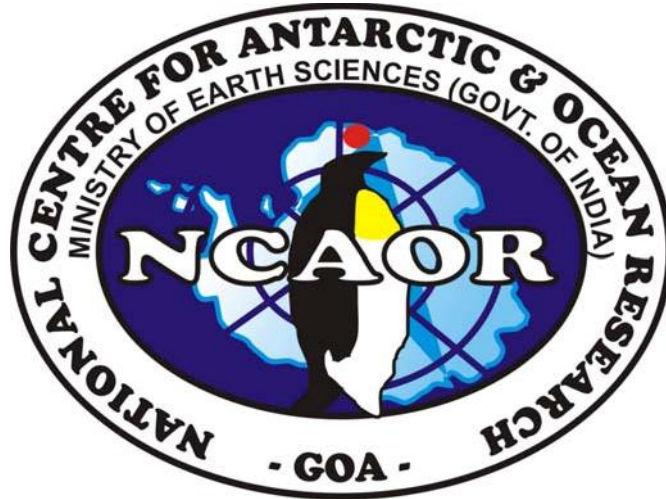


TENDER DOCUMENT FOR



EXPANSION OF LOCAL AREA NETWORK (LAN)

NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH

(Ministry of Earth Sciences, Govt. Of India)

Headland Sada, Vasco-da-Gama

GOA -403 804, INDIA.

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Email: ictd@ncaor.gov.in

Website: www.ncaor.gov.in

NATIONAL CENTRE FOR ANTARCTIC AND OCEAN RESEARCH

(Ministry of Earth Sciences, Govt. of India)

Headland Sada, Vasco-da-Gama, GOA-403804

Email: ictd@ncaor.gov.in; Tel: 91- (0) 832 2525515; Telefax: 91- (0) 832 2520877

Tender No: NCAOR/ICTD/LAN/01/2013-14

Director, National Centre for Antarctic and Ocean Research (NCAOR), Goa, invites sealed tenders (two bid system – separate technical and commercial bids) from reputed Original Equipment Manufacturers (OEMs) and/or their Authorized System Integrators who have proven expertise in **Expansion Of Local Area Network (LAN)**, for undertaking the work of Upgradation, augmentation and maintenance of the existing Local Area Network (LAN) of the Centre.

The tender documents and details may be viewed and downloaded from the Institute website <http://www.ncaor.gov.in> [link: Tenders].

Last date for submission of the sealed bids, complete in all respect is 23rd Sept 2013 at 14:30 Hrs IST.

Head ICTD
for Director, NCAOR, GOA

NATIONAL CENTRE FOR ANTARCTIC AND OCEAN RESEARCH
(Ministry of **Earth Sciences, Govt. of**
India)
Headland Sada, Vasco-da-Gama, GOA 403804

TENDER DOCUMENT FOR THE EXPANSION OF LOCAL AREA NETWORK (LAN)

TENDER NO.: NCAOR/ICTD/LAN/01/2013-14

1	Type of Tender	Two Bid System- Technical Bid & Financial Bid
2	Cost of Tender Document (In person)	Rs.1000/- (Non Refundable)
3	Cost of Tender Document (By post)	Rs.1050/- (Non Refundable)
4	EMD	<p>Tender documents can be downloaded by tenderers from NCAOR website (www.ncaor.gov.in). In case a tenderer is using the document and forms downloaded from the website, the cost of the tender documents shall be sent in the form of Bank draft in a separate envelop along with the tender.</p> <p>Bidders shall submit EMD along with their tender by DD drawn in favor of Director NCAOR, for a sum of Rs 35,000/- (Rupees Thirty Five Thousand only) payable at Vasco-da-Gama only.</p>
5	Dates for mandatory site visit	9 th to 13 th Sept 2013
6	Last date and time for submission of Bids	23 rd Sept 2013 at 14:30 Hrs IST
7	Date and time for Opening of Technical Bid(s)	23 rd Sept 2013 at 15:00 Hrs IST

**NATIONAL CENTRE FOR ANTARCTIC AND OCEAN RESEARCH
(NCAOR), GOA – 403804**

Tender No : NCAOR/ICTD/LAN/01/2013-14

SUB: Expansion Of Local Area Network (LAN) at National Centre for Antarctic and Ocean Research (NCAOR), Goa, an autonomous R&D Institute of the Ministry of Earth Sciences (MoES), Government of India, invites sealed tenders from reputed Original Equipment Manufacturers (OEMs) and/or their Authorized System Integrators with proven expertise in supplying, installing and maintaining network equipment and accessories, for undertaking the task of Augmentation, Upgradation and Maintenance of the existing networking equipment of the Centre. **This will be capable of future expansion for next 10 years.**

Interested bidders are requested to send their sealed bids, under a **two cover system** as per the requirements mentioned in this Tender Document at **Annexure (I-VIII)**, along with the Technical Specifications & Compliance Certificate as provided under **Annexure-I** and Bill of Material as specified in **Annexure-IV, IV (A), V and V(A)** of this tender document.

Details are also provided in the Institute website <http://www.ncaor.gov.in> [link: tenders]. The bids have to be sent in a sealed packet superscribed “TENDER DOCUMENT FOR THE **Expansion of Local Area Network (LAN)** at NCAOR “quoting the Tender Number (Tender No. **NCAOR/ICTD/LAN/01/2013-14**) and addressed to

DIRECTOR
NATIONAL CENTRE FOR ANTARCTIC AND OCEAN RESEARCH
HEADLAND SADA, VASCO-DA-GAMA, GOA 403 804

Please note that the sealed envelope should contain two separate sealed envelopes, one containing only the Technical Bid and the other, only the Price Bid. Each of these envelopes should also be superscribed “TENDER EXPANSION OF LOCAL ARE NETWORK (LAN) AT NCAOR “ and should state “TECHNCIAL BID” or “PRICE BID” as the case may be. Technical bids containing any reference to the prices quoted shall be summarily rejected and shall not be considered further under any circumstances.

The tender document is in a two-bid system. The technical bids shall be opened on **23rd Sept 2013 at 15:00 Hrs IST** in the office of the NCAOR, Goa, in the presence of the bidders or their authorized representative(s), if any. No formal invitation shall be extended to the bidders for this purpose. Financial bids shall be opened only in respect of technically qualified tenders on later date to be notified subsequently. No correspondence regarding the short listing of the firms or the date of opening of the Price Bids shall be entertained. Director, NCAOR reserves the right to accept or reject any or all the bids received by the stipulated last date and/or cancel the Tender Process at any time, or take any decision as deemed fit, without assigning any reason for the same. The decision of the Director, NCAOR shall be final and binding.

Head ICTD
for Director, NCAOR, Goa

TENDER No. : **NCAOR/ICTD/LAN/01/2013-14**

EXPANSION OF LOCAL AREA NETWORK (LAN) AT NCAOR

1. Introduction

National Centre for Antarctic and Ocean Research (NCAOR), Goa, an autonomous R&D Institution of the Ministry of Earth Sciences (MoES), Government of India, is in the process of exploring efficient solutions and processes to address its growing networking needs.

Currently the Centre's network comprises an Optical Fiber backbone based on a 100/1000 Mbps-Ethernet network spread over the entire Campus and providing seamless connectivity to over 200 nodes in the Campus. The network utilizes a mixture of optical fibre, UTP cables, Wi-Fi using through Layer 2 & 3 managed switches. Internet access is provided under National Knowledge Network (NKN) project through Railtel & BSNL at a speed of 100 Mbps and 10 Mbps.

NCAOR is also in process of setup of new research Fellow Lab & Auditorium and which needs to be connected through our existing LAN. This document is prepared for Network System Integrators to submit their responses to the NCAOR for supply, installation, commissioning and maintenance network equipments & its accessories.

2. Scope of work

The scope of work sought to be implemented through this Tender includes supply, installation, commissioning and integration of active components, passive components and other accessories should be integrated with help of Network Management System (NMS) as per the institute's requirements in consultation with Head ICTD.

3. General instruction to the bidders

- (i) The tenders must be submitted in TWO separate sealed envelopes clearly marked:
- (ii) "TECHNO-COMMERCIAL UN-PRICED BID" for "Tender No : **NCAOR/ICTD/LAN/01/2013-14** for **Expansion of Local Area Network (LAN) at NCAOR** "
- (iii) "PRICE BID" for "**Tender No: NCAOR/ICTD/LAN/01/2013-14**for **Expansion of Local Area Network (LAN) at NCAOR**".
- (iv) Both these bids should again be enclosed in another sealed envelope and clearly marked on the envelope

"Tender No: NCAOR/ICTD/LAN/01/2013-14for Expansion of Local Area Network (LAN) at NCAOR"; Date of opening on 23rd Sept 2013 at 15:00Hrs and addressed to the Director, National Centre for Antarctic and Ocean Research, Headland Sada Vasco-da-Gama, Goa 403804, India and should reach the Office on or before 23rd Sept 2013 at 14:30 Hrs IST.

- (v) If the outer envelope is not sealed and marked as required, NCAOR will not take any responsibility for the bid's misplacement or premature opening.
- (vi) Technical bid should contain all the technical aspects of the offer, eligibility criteria for technical Bid as per Annexure -II
- (vii) No bid may be modified subsequent to the deadline for submission of bids. Overwriting and corrections should be attested properly. Tender document fee and E.M.D. should be submitted along with Technical Bid otherwise the bid will be rejected.
- (viii) In the event of the date specified for bid receipt and opening being declared as a closed holiday for NCAOR, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
- (ix) Late and incomplete tenders shall be rejected and /or returned unopened to the Bidder.
- (x) Bidders should be able to complete the following requirements within the dates prescribed by NCAOR:
Mandatory site visit to NCAOR, Goa which could provide clear understanding of the existing IT infrastructure.
- (xi) All bidders should provide the necessary documents to substantiate their expertise, service facilities and past experiences.
- (xii) The tender should be valid for a minimum period of 90 days from the date of opening the tender.
- (xiii) The Committee will examine all the Techno-Commercial Un-priced Bids received to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order as per the instructions. Invalid and the Techno-Commercial Un-priced Bids which do not meet the tender specifications will be rejected as technically unsuitable. Successful technical bids only will be considered for further process.
- (xiv) The decision regarding acceptance or rejection of the full tender / quotation(s) will remain with the Director, National Centre for Antarctic and Ocean Research, Goa, who does not bind himself to accept the lowest quotation and reserve the right to reject or partly accept any or all the quotations received without assigning any reason.

4. Terms and conditions governing the scope of work

- (i) The delivery schedule shall be submitted by the successful bidder (hereinafter referred to as the Service Provider) within **fifteen days** of receipt of the work order.

- (ii) The Service Provider shall submit a detailed pre-installation document within two weeks of the receipt of the work order. The scope of the pre-installation document shall be provided by NCAOR.
- (iii) Complete project plan (in Microsoft Project Planning) has to be submitted by the Service Provider within **three weeks** of receipt of the work order.
- (iv) Complete delivery of the requisite hardware, software and accessories has to be effected within **four weeks** of receipt of the work order.
- (v) All the work elements constituting this Tender shall be completed within 4 **months** of receipt of the Work order.
- (vi) The Service Provider has to comply with all the security policies of the Institute.
- (vii) The Service Provider shall ensure the availability of the services of a professionally qualified team at all stages during the implementation of the project and shall undertake to provide the required on-site warranty along with system administration on a 24x7 basis for a period of one year.
- (viii) Replacement of any defective equipment related to the Project and its shipment shall be the responsibility of the Service Provider without any financial implications for NCAOR. The replacement of any defective equipment shall be carried out within Five Working Days of its malfunctioning.
- (ix) Adequate care shall be exercised during the implementation of the Project and suitable mechanism needs to be in place for ensuring seamless integration / migration, in case of any future expansion / up-gradation of the network
- (x) All necessary documentation related to time-to-time configuration has to done by the Service Provider.
- (xi) The Service Provider shall be responsible for any hardware and software up-gradation during warranty period at no extra cost.
- (xii) The Service Provider shall supply all the requisite hardware and software in full conformity with the technical specifications.
- (xiii) All network active components should be from a single OEM i.e., all the products being quoted should be of the same make. All passive-networking components should be from the same OEM. Products from joint ventures/consortium partners shall not be entertained, as they are not considered to be from a single OEM.
- (xiv) Materials such as pipe, bricks, sand, stone-chips, cement, paint etc. required for laying the cables and other fixation work shall be supplied by vendor.
- (xv) The aesthetics of the building should be considered while installing active and passive components. No cutting of the RCC/floor and digging of the road shall be allowed without the prior permission of the Competent Authority.
- (xvi) The colour of the Casing / Conduit shall match with the colour of the wall.
- (xvii) The Service Provider shall use only GI Flexible pipe and shall ensure the closure of all entry points in the network rack as well as fiber management tray.
- (xviii) The Service Provider shall strictly follow TIA/EIA guidelines for passive installation and testing.
- (xix) The Service Provider shall strictly follow the Priced Bid format without any alteration of the price bid format. If found any alteration then the bid will be rejected without assigning any reason.

- (xx) The OEM for the active components should have adequate spares available.
- (xxi) The bidder should provide the unpriced bid format along with the technical bid without indicating the price. If the price is indicated or mentioned in the unpriced bid submitted along with the technical bid then the bid will be rejected
- (xxii) All the active & passive components & its accessories may vary subject to its consumption or usage at the time of implementation of the project. No separate work order will be issued for the same. However, the additional active & passive components may be procured after obtaining approval of Head, ICTD.
- (xxiii) The bidder should ensure that proposed solution should be compatible with existing LAN infrastructure

Qualification Criteria

- (i) The bidder should be a well-established firm with sound financial background. The bidder should have a highest level of partnership with the OEM of active components for at least 5 Years. An authorization letter in original in this regard issued by the OEM should be enclosed with the technical bid.
- (ii) The bidder should have a minimum of annual turnover of Rs 70 Lacs each for last 3 years. The copies of audited annual accounts for last three years should be attached along with the technical bid.
- (iii) The bidder should have a minimum of 5 years experience with the networking product of the same OEM. Purchase order copies (at least one) for each year indicating that have to be enclosed. Work Order value of each those order should be more than 60 lacs in INR.
- (iv) The OEM should be an ISO-9000:2008 and ISO-14001 certified company with due credits to energy conservation and green earth compliance.
- (v) The OEM for the active networking components & system integrator should have a 24x7 technical assistance Center.
- (vi) The bidder should be a registered company under the Indian Companies Act 1956 and should have valid Income Tax clearance certificate from Income tax department, valid Service Tax/ Sales Tax Registration certificates from appropriate Tax Authorities. The bidder should enclose attested Photocopies of such certificates with their Bid.

Note: Bidder should submit the certificates for all the above mentioned points (i) to (vi)

6. Submissions of Bids

- (i) The capabilities, operating characteristics and other technical details of the hardware and software offered should be furnished together with product brochures, literature, etc. in the technical bid. The bidder should confirm in writing that the software versions being quoted are the latest.
- (ii) The technical bid should contain all relevant technical details, printed technical leaflet of models quoted and other details, which may be necessary to ensure that the offer is complete in all respects. E.g. technical specifications, delivery period, guarantee period, validity, etc.

The technical bid should also contain a **signed “compliance certificate” (Specification Annexure (IV (A) & V (A))** duly signed by the manufacturer or bidder. In case equivalent features are available for the proposed product, the same may be mentioned in remarks column of Specification in **Annexure (IV (A) & V (A))**

- (iii) The **authorization letter issued by the OEM (specifically against this tender)** should be enclosed in original.
- (iv) If necessary, the bidder may be required to give presentation/ demonstration on the systems offered as well as arrange for a site visit, where the bidder has installed and integrated similar solution.
- (v) Bidders should also enclose the following documents as proof of their credentials along with technical bid in addition to the credentials are mentioned at qualification criteria :-
 - o Tender fee
 - o Earnest Money Deposit (EMD)
 - o Certificate of Registration / Trade License
 - o Current Income Tax, Sales Tax & Value Added Tax (VAT) returns
 - o Trade Registration License/ clearance of taxes/ returns and PAN Card Copy and number
 - o Summary of Audited Statement of Accounts for the last three years.
 - o Order copies from public sectors / autonomous bodies companies for computer networking.
 - o Satisfactory supplies or Customer satisfaction certificate.
 - o Copy of ISO /BIS Certifications.
 - o A write up on deployment planning, manpower support for this project (along with CV’s of the team members), service and maintenance capability, mitigation of risks or breakdown and replacement capability, with the escalation support matrix proposed for the Institute. The bidders must also indicate their sales and support service centers in India and their plan to address issues about services.
 - o Signed Tender document as a token of acceptance for the Terms & Conditions specified in various sections of the Tender Document
 - o Technical Bid format (**Annexure II**) and Declaration (**Annexure III**)

7. Delivery, Installation & Liquidated Damage

- (i) The vendor has to resolve any hardware/software problem during installation and integration of the LAN to NCAOR’s backbone network. Any additionally required active component(s), which is (are) not ordered will have to be provided by the bidder free of cost.
- (ii) The bidder should provide a complete solution including both active and passive components.
- (iii) The installation would be deemed as complete, when all the components (hardware, software and accessories etc.) are supplied, installed and implemented as per the technical specifications and integrated with the existing campus network and all the features as mentioned in the technical specifications in the tender are demonstrated and/or implemented to the satisfaction of NCAOR. In addition, comprehensive document of networking jobs including test reports need to be handed over to NCAOR.
- (iv) Time is the essence of this project. The delivery schedule has to be submitted with in fifteen days of

receipt of the work order. Pre-installation document has to be submitted within two weeks of receipt of the work order. The scope of the pre-installation document will be decided by ICTD, NCAOR. Complete project plan (in Microsoft Project Planning) has to be submitted within Three weeks of receipt of the work order. Complete delivery of the material has to be completed within four weeks of receipt of the work order, failing which EMD will be imposed as per NCAOR's purchase rules. The entire Project has to be completed within 4 months of the receipt of the work order. The warranty period will start after completion of the entire project after certification by Head, ICTD, NCAOR.

8. Warranty & Maintenance

- i. The bidder should give warranty for **ONE YEAR** from the date of completion of the project.
- ii. During the warranty period, the bidder shall undertake the comprehensive maintenance of the entire components (hardware, software and accessories supplied by them) **by posting an onsite team as described in Scope of Work.**
- iii. Warranty terms and conditions should be clearly specified exclusively of OEM warranty
- iv. The selected vendor needs to follow a Service level at NCAOR after commissioning and integration of the networking components. The terms and conditions of the Service level will primarily consist of the followings.

“Uptime of the Network must be 99%. The network uptime would be computed on weekly basis. Performance less than this are not acceptable and will cause penalty@5% per week and part thereof to the total project cost subject to maximum of 25% in a year”. In respect to the hardware and accessories, the vendor will have to replace the faulty components, if required, to maintain the above mentioned service level. Failing which BG will be forfeited.

9. General Terms & Conditions

- i. **Last Date of Submission of Sealed Bids :** 23rd Sept 2013 by 14:30 Hrs (at the Office of the Head, ICTD, National Centre for Antarctic and Ocean Research (NCAOR), Headland Sada, Vasco-Da-Gama, Goa 403804)
- ii. **Date of opening of the Technical Bids:** 23rd Sept 2013 at 15:00 Hrs
- iii. **Payment Terms:** 100% payment will be made only after completion of the entire project and satisfactory installation report signed by Head ICTD.
- iv. **Price:** Price should be **quoted only in Indian Rupees** on free delivery at site basis inclusive of all taxes and incidental charges. Price should be quoted as per the price bid format given in **Annexure-IV, V & VI.**
- v. **Tender Fee:** An amount of **Rs. 1,000.00** (Rupees one thousand only) as tender fee (non-refundable) has to be paid. The payment shall be made by Demand Draft from any Nationalized Bank in favour of “National Centre for Antarctic & Ocean Research”, payable at “Goa”. **Bids will not be accepted without the Tender Fee.** Tender fee should be enclosed separately in an envelope and stapled with the Technical Bid.
- vi. **Earnest Money Deposit (EMD):** An amount of **Rs. 35000** (Rupees Thirty Five Thousand only) in the form of Demand Draft to be enclosed along with the **technical bid.** The E.M.D. will be from any Nationalized Bank and to be drawn in favour of “National Centre for Antarctic & Ocean Research”, payable at Vasco-Da-Gama. The validity of the EMD should be 6 (six) months from the date of issue.

Any bid without EMD will not be considered. This will be refunded to the unsuccessful vendors within 30 working days of finalization of bids/award of work, against a request letter and bank details. The EMD will be refunded to the selected vendor after successful execution of the work Order. The Institute reserves the right to withhold or confiscate the EMD in the event of failure to supply the items in part or full, once the work Order is accepted. **E.M.D. should be enclosed with the Technical Bid documents.** No interest is payable on refund of EMD.

- vii. **Performance Bank Guarantee:** A bank guarantee of the 10% value of the work order should be provided by the bidder for due fulfilment of the work order as per text prescribed by NCAOR within 15 days from the date of awarding the work order failing which work order is liable for cancellation of EMD.
- viii. Conditional Offers will be rejected.
- ix. **Period of Validity:** Bids shall remain valid for acceptance for a period of 90 days from the date of opening of the price bid but any benefit for downward revision of prices should be extended to the NCAOR Authority.
- x. The Institute does not bind itself to offer any explanation to those bidders whose technical bids have not been found acceptable by the Technical Evaluation Committee of the Institute.
- xi. The bidders need to submit an undertaking during opening of **technical bids that they are not currently debarred or blacklisted** in NCAOR Goa for any supplies, products or services, or at present in any national organization or educational institute/university.

10. Acceptance of Tender

- i. **NCAOR does not bind** itself to offer any explanation to those bidders whose technical bids have not been found acceptable by the Tender Evaluation Committee.
- ii. The Authority of NCAOR does not bind itself to accept the lowest tender and reserves the right to reject any or the entire tender received without assigning any reason thereof.
- iii. The bids (technical and price bids) once submitted shall be the property of NCAOR.
- iv. A bid submitted with false information will not only be rejected but the vendor may also be debarred from participation in future tendering processes.
- v. Canvassing in any form not only invites disqualification in this tender but will also debar the bidder from participating in any future tendering processes of NCAOR.
- vi. **The person/officer signing** the tender/bid documents should be delegated with an appropriate Power of Attorney (essentially endorsed by a Notary Public) by the Chief Executive Office/MD of the Company, to sign such documents.

- vii. **Opening of Price Bids:** The Price Bid(s) of only those vendor(s) who are found to be technically qualified will be opened. The date and time will be informed separately.
- viii. Authorized representative (with proper authorization letter to attend opening of technical bids and also for opening of price bids) may choose to be present at the time of opening of Technical Bids/Price Bids.
- ix. The benefit of downward prices (revision on account of budget/financial policy, tax revision, EPZ benefits etc.) should be given to NCAOR by the selected OEM/ Vendor.
- x. Important: Director may accept or reject any or all the bids in part or in full without assigning any reason and does not bind himself to accept the lowest bid. The Institute at its discretion may change the quantity/upgrade the criteria/drop any item or part thereof at any time before placing the Work Order. In case of any dispute, the decision of the Director, NCAOR shall be final and binding on the bidders.

11. Discrepancies in Bids

In case of discrepancies in bids, the following will be adopted to correct the arithmetical errors for the purpose of evaluation.

1. In case of discrepancy between figures and words, the words will be considered correct.
2. In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.

12. Tender Acceptance & Rejection

1. NCAOR reserves the right to reject any tender without assigning any reason whatsoever.
2. NCAOR is not bound to accept the lowest priced offer.
3. All components in tender must qualify in technical specification. If any component fails to qualify in technical evaluation, this may lead to rejection of the technical bid.

13. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by NCAOR or the bidder may be taken or executed by the officials authorized for the purpose.

14. Rights to Revise the Job Specifications

NCAOR Goa reserves the right to revise and / or alter job specifications before the acceptance of any Bid. After acceptance of Bid, job specifications can be altered/ revised with mutual agreement between NCAOR and the bidder(s).

15. Completion of Contract

Unless otherwise terminated under the provisions of any other relevant clause of the document, the contract shall be deemed to have been completed after issuance of the Acceptance Certificate from Head, ICTD in accordance with Acceptance Criteria as defined against all tasks. Certificate of Acceptance shall be issued for each task completed as and when the respective task gets completed.

16. Liability

In case of a default on Service Provider's part or other liability, NCAOR shall be entitled to recover damages from Service Provider. In each such instance, regardless of the basis on which NCAOR is entitled to claim damages from the Service Provider (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Service Provider shall be liable for no more than:

1. Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that caused by Vendor's negligence; and
2. As to any other actual damage arising in any situation involving non performance by Vendor pursuant to, or in any way related to, the subject of this agreement, the charge paid by NCAOR Goa for the individual product or service that is the subject of the claim.

It is the maximum for which Vendor and its sub-vendors are collectively responsible.

17. Patents & Copyright

If a third party claims that a product delivered by the Service Provider to NCAOR infringes that party's patent or copyright, the Service Provider shall defend NCAOR against that claim at the Service Provider's expense and pay all costs, damages, and Attorney's fees that a court finally awards or that are included in a settlement approved by the Service Provider, provided that NCAOR.

- (i) Promptly notifies vendor in writing of the claim, and
- (ii) Allows vendor to control, and cooperates with vendor in the defence and any related settlement negotiations.

Remedies: If such a claim is made or appears likely to be made, NCAOR agrees to permit the Service Provider to enable NCAOR to continue to use the product, or to modify it, or replace it with one that is at least functionally equivalent. If the Service Provider determines that none of these alternatives is reasonably available, NCAOR agrees to return the product to the Service Provider on the Service Provider's written request. The Service Provider will then give NCAOR a credit equal to: for a machine, NCAOR's net book

value (provided NCAOR has followed generally accepted accounting principles; for a generally available software product produced by the Service Provider (“Program”) the amount paid by NCAOR or 4 months’ charges (whichever is lesser); and for materials, the amount paid by NCAOR for the materials. These will be the Service Provider’s entire obligation regarding any claims of infringement.

Claims for which Service Provider is not responsible: The Service Provider has no obligation for any claim based on the following:

- i) Anything that NCAOR provides, which is incorporated into the product or the Service Provider’s compliance with designs, specifications, or instructions provided by NCAOR or a third party on NCAOR’s behalf;
- (ii) NCAOR Goa modification of a product, or a program’s use other than in its specified operating environment;

18. Indemnity

The bidder who will be awarded the contract will be deemed to have indemnified NCAOR and its employees for any or all damages and claims arising out of damage, destruction and death caused to personnel, equipment and stores employed by the bidder.

19. Governing Laws

This Tender Document and the Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts at District South Goa shall have exclusive jurisdiction in all matters arising under the contract.

20. Termination for Default

NCAOR may without prejudice to any other remedy or right of claim for breach of contract, by giving not less than 30 days written notice of default sent to the Service Provider, terminate the contract in whole or in part .

- o If the Service Provider fails to render any or all the services within the time period(s) specified in the contract or any expansion thereof granted by NCAOR Goa in writing and fails to remedy its failure within a period of thirty (30) days after receipt of the default notice from NCAOR.
- o If the Service Provider in the judgment of Director NCAOR has engaged in corrupt or fraudulent practices in competing or in executing the contract

21. Winding up

If the Service Provider being a corporation/company commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, NCAOR Goa shall be at liberty:

- To terminate the engagement forthwith without any notice in writing to the Vendor or to the liquidator or receiver or to any person in whom the Vendor may become vested.
- To give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by NCAOR Goa.

22. Suspension of Obligations

The obligation stipulated in this specification can only be suspended in the case of any particular item of work, in the event of *force majeure* as defined in Clause below or as the result of an agreement between the parties. In the event of *force majeure*, neither of the parties may be considered in default of its obligations under the terms of this tender document.

(a) Force majeure Clause

(i) If at any time, during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this Contract be prevented or delayed by reason of:

- any war or hostility
- acts of public enemy, civil commotion, sabotage, explosions
- effects of flood, epidemics, quarantine restrictions, freight embargoes
- general strikes, bandh and dharna
- acts of God

hereinafter referred to as **EVENT**, neither party shall, by reason of such **EVENT**, be entitled to terminate this Contract, nor shall any party have any claim to the damages against the other in respect of such non-performance or delay in performance, - provided that **notice** of happening, of any such **EVENT** is given by either party to the other **within 7 (seven) days** from the date of occurrence of the **EVENT**.

(ii) If a Force majeure EVENT occurs, the Service Provider shall promptly notify NCAOR in writing of such conditions and the cause thereof. Unless otherwise directed by NCAOR Goa in writing, the Service Provider shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force majeure EVENT.

(iii) Expected Work and deliveries under this Contract shall resume as soon as practicable after such EVENT comes to an end or ceases to exist. The decision of the NCAOR as to whether the situation has

become normal or not, shall be final and binding.

(iv) If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such EVENT for a period exceeding 90 (ninety) days, NCAOR may, at its option, terminate this Contract.

(v) In case of termination of contract due to force majeure event, NCAOR would pay the reasonable amount to the Service Provider for the portion of work already completed till date.

23. Insurance Taken by bidder

Appropriate insurance to cover all solution components for the transit period and until the time of its acceptance at the respective site is to be taken by the Service Provider. Further the Service Provider shall take all required insurance coverage in respect of all its personnel who shall be working at NCAOR on this Project.

24. Handling of Documents/ Confidentiality

- i. As and when required before final acceptance of work or upon termination of the Contract, the documents prepared specifically for this engagement (including originals) shall be handed over to NCAOR Goa.
- ii. The Vendor shall take all necessary steps to ensure confidential handling of all information developed or acquired by it from NCAOR under terms of the Contract or in performance thereof.

25. Assignment

The bidder shall not, without the express prior written consent of NCAOR, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under.

26. Queries and Clarifications

For any query pertaining to this tender, correspondence shall be addressed to:

The Head,

Information Communication Technology Division (ICTD),

National Centre for Antarctic & Ocean Research, Headland Sada,

Vasco-Da-Gama,

Goa - 403804

27. Due dates

The due date and time as specified for receipt of tender and its opening will be strictly followed. In case the due date for submission and/or opening of the tender happens to be a holiday; the same will be accepted on the next working day. The timings will however remain unchanged. Please Note that the Institute remains closed on Saturdays and Sundays.

ELIGIBILITY CRITERIA FOR TECHNICAL BID

S.No	Particulars	Compiled / Not	Remarks
1	Whether bidder should have a highest level of partnership with the OEM of active components for at least 5 Years?		
2	Whether an authorization letter in original towards partnership with the OEM is enclosed with the technical bid?		
3	Whether bidder should have a minimum of annual turnover of Rs 70 Lacs each for last 3 years?		
4	Whether The copies of audited annual accounts for last three years is attached along with the technical bid?		
5	Whether Work order copies (at least one) for each year and order value should be more than 60 Lacs in INR is enclosed?		
6	Whether OEM has ISO-9000:2008 and ISO-14001 certified company with due credits to energy conservation and green earth compliance?		
7	Whether the OEM for the active networking components & system integrator should have a 24x7 technical assistance Center?		
8	Whether the firm should be a registered company under the Indian Companies Act 1956 and should have valid Income Tax clearance certificate from Income tax department, valid Service Tax/ Sales Tax Registration certificates from appropriate Tax Authorities. The bidder should enclose attested Photocopies of such certificates with their Bid.		

Certified that all above information are correct to the best of my / our information, knowledge and belief.

Signature, date and seal of the OEM/bidder

DECLARATION

1. I, ----- Son /Daughter of Shri -----
----- Proprietor/Partner/CEO/MD/ Director/ Authorised Signatory
of M/s. -----am competent to sign this declaration
and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my
acceptance of the same.

3. The information/ documents furnished along with the above application are true, upright and authentic to
the best of my knowledge and belief.

4. I/ we/ am are well aware of the fact that furnishing of any false information/ fabricated document would
lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

5. Each page of the tender document and papers submitted by my Company is authenticated, sealed and
signed, and I take full responsibility for the entire documents submitted.

Signature of the Authorised Person

Date : -----

Full Name : -----

Place : -----

Company Seal : -----

PRICE BID FORMAT

Passive Components										
Sr. No.	Description	Qty	UOM	Unit Rate for Supply (I)	Taxes for Supply (II)	Total Amount for Supply (III = I+II)	Unit Rate for Service (IV)	Taxes for Service (V)	Total Amount for Service (VI= IV+V)	Total Amount (VII= III+VI)
1	24 port CAT6 Keystone Patch Panel	6	Nos.							
2	CAT6 Information Outlet with SMB	100	Nos							
3	UTP CAT6 Patch Cord (1 Mtr.)	144	Nos.							
4	UTP CAT6 Patch Cord (2 Mtr.)	100	Nos.							
5	Outdoor M.M. 50 Micron 6 core OFC cable	500	Mtr.							
6	24 WAY LIU	4	Nos.							
7	M.M. SC Couplers	24	Nos.							
8	SC M.M. Pigtail 1 Mtr.	24	Nos.							
9	SC-LC M.M. Duplex 2 Mtr. Patch Cord	8	Nos.							
10	1 x 12 Adapter Panel – SC	4	Nos.							
11	9U Network Rack	1	Nos.							
12	12U Network rack	2	Nos.							
13	2" PVC Pipe	600	Mtr.							
14	Casing Capping	200	Mtr.							
15	Digging of ground	350	Mtr.							

PRICE BID FORMAT

Active Components										
Sl. No	DESCRIPTION	QTY	UOM	Unit Rate for Supply (I)	Taxes for Supply (II)	Total Amount for Supply (III = I+II)	Unit Rate for Service (IV)	Tax for Service (V)	Total Amount for Service (VI= IV+V)	Total Amount (VII= III+VI)
SWITCHES										
1	52 port L3 Managed switch	1	Nos.							
2	28 Port 10/100/1000Base-T Layer 3 Managed POE switch	3	Nos.							
3	24 Port 10/100/1000Base-T Layer 3 Managed Stackable switch	1	Nos.							
4	1000Base-SX SFP Transceiver	8	Nos.							
WIRELESS										
1	Dual Band Unified Wireless N Access Point	25	Nos.							
Network Management System Software										
1	Network Management System Software	1	Nos.							

PRICE BID FORMAT

Total Project Cost in INR		
Sl.No	Description	Cost in INR
1	Price for Active Components (From Annexure V)	
2	Price for Passive Components & Accessories (From Annexure IV)	
	Grand Total (Inclusive of all taxes)	
	Quoted Price in words	

Price in INR (along with 1 Year onsite warranty) for Active components inclusive of all taxes, exemptions

QUESTIONNAIRE - PROFORMA 'A'

1. Name of the Company / Organization / Firm:
2. Full postal address with Telephone, Telefax, Email :
3. Please specify whether public Limited Company,
Private Organisation or Partnership Firm:
4. Nature of the Business:
5. Date of Establishment:
6. Present Turnover:
7. Permanent Income Tax Ref. No.:
8. C.S.T./S.T./VAT NO:
9. Service Tax Registration No.:
10. Address & Telephone Nos.:
11. Reference of reputed Customers:
12. Details of the highest order executed :
13. E.M.D. attached with TECHNICAL BID:
14. Details of related work carried out /
Literature / Brochure to be attached:
15. Furnished all information required by the tender document:

Name & Signature of the Tenderer

PERFORMANCE BANK GUARANTEE

To

National Centre for Antarctic & Ocean Research

Headland Sada

Vasco-da-gama, Goa 403 804

Dear Sirs.

1. In consideration of the National Centre for Antarctic & Ocean Research, Vasco Goa hereinafter referred to as the PURCHASER, which expression shall, unless repugnant to the context of meaning thereof include its successors, representatives and assigns, having awarded in favour of _____ having registered office at _____ hereinafter referred to as the CONTRACTOR, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assigns, as contract, hereinafter referred as the CONTRACT for the supply of _____ on terms and conditions set out interalia in the PURCHASE ORDER No. _____ dated _____ as “CONTRACT” documents, valued at _____ and the same having been unequivocally accepted by the CONTRACTOR and the CONTRACTOR having agreed to provide irrevocable and unconditional performance bank guarantee for the obligations/ liabilities under the contract equivalent _____% of the said value of the Contract to the Purchaser amounting to _____ as Contract security in the form of a Bank Guarantee.
2. We _____ hereinafter referred to as ‘ The Bank’ which expression, shall unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees do hereby irrevocably guarantee and undertake to pay the PURCHASER MERELY ON DEMAND WITHOUT any previous notice and without any demur and without referring to any other source, any and all monies payable by the CONTRACTOR by reason of any breach by the said CONTRACTOR of any of the terms and conditions of the said CONTRACTOR including non-execution of the “CONTRACT AGREEMENT” to the extent of _____% of the Contract Price upto _____. Any such demand made by the Purchaser on the Bank shall be conclusive and binding absolute and unequivocal not withstanding any difference between the PURCHASER and the CONTRACTOR or any dispute or disputes raised / pending before any court, tribunal, Arbitrator or any other authority.

The Bank agrees that the guarantee herein contained shall continue to be enforceable till this sum due to the PURCHASER is fully paid and claims satisfied or till the PURCHASER discharges this guarantee.

- 3.0 The Bank further irrevocably guarantees and undertakes to pay any and all monies due and payable by the CONTRACTOR by reasons of non-fulfillment of any of the following obligations.
 - 3.1 For the successful and satisfactory operation of the materials supplied under the said contract as per the specifications and documents.
 - 3.2 That the materials supplied under the said contract shall be new and in accordance with contract documents and be free from all defects in design, engineering, material workmanship and performance including modifications, improvements and replacement for a period of _____ calendar months from the date of commissioning/ _____ months from the date of receipt of materials by the PURCHASER and that upon written notice from the PURCHASER, the CONTRACTOR shall remedy free of expenses, to the PURCHASER, such defects as notices and developed under the normal use of the materials supplied, within the said guarantee period.
- 4.0 The PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to extend the time of performance by the CONTRACTOR. The bank shall not be released from its liabilities under these presents by any exercise of the PURCHASER of the liberty with reference to the matter aforesaid.
- 5.0 The PURCHASER shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the CONTRACTOR and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants contained or implied in the CONTRACT between the PURCHASER and the CONTRACTOR or any other course of remedy or security available the PURCHASER and the bank shall not be released of its obligations/liabilities under these presents by any exercise by the PURCHASER of his liberty with reference to the matters aforesaid or any of them or by reasons of any other act of forbearance or other acts of omission or commission on the part of the PURCHASER or any other indulgence shown by the PURCHASER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank Guarantee. The Bank further undertakes not to revoke this guarantee during its currency without the previous consent of the PURCHASER.
- 6.0 The Bank further agrees that the decision of the PURCHASER as to the failure on the part of the CONTRACTOR to fulfil their obligations as aforesaid and/or as to the amount payable by the Bank to the PURCHASER hereunder shall be final, conclusive and binding on the Bank.
- 7.0 The bank also agrees that the Purchaser shall be entitled at his opinion to enforce this guarantee against the Bank as a principal debtor, in the first instance notwithstanding any other security or guarantee that it may have relation to the CONTRACTOR' s liabilities.

- 8.0 This guarantee will not be discharged due to the change in the constitution of the Bank or the CONTRACTOR/ SUPPLIER.
- 9.0 Notwithstanding anything contained here in above, our liability under this bank guarantee shall not exceed _____ (). This bank guarantee shall be valid and continue to be valid until such time purchaser discharges this bank guarantee under its seal and authority upto _____. It is a condition to our liability for payment of the guarantee amount or any part thereof arising under this bank guarantee that we receive a valid return claim or demand for payment under this bank guarantee during the subsistence of this guarantee and prior to its valid discharge, failing which our liability under this bank guarantee will automatically cease.

WITNESS:

1. ----- SIGNATURE-----

(Signature with name in block letters (Printed Name)

and with designation)

Designation-----

2. -----

Bank's Common Seal:-

(Signature with name in block letters

and with designation)