

**Government of West Bengal
District eGovernance Society
Office of the District Magistrate
North 24 Parganas**

BID DOCUMENT

Tender For Supply of LAN & OTHERS EQUIPMENTS

ON

**RATE CONTRACT BASIS
(For the year 2012-2013)**

NIT No. **2/DeGS**

Date : 18th January, 2012

Document No.	
ISSUED TO [NAME & ADDRESS]	
DD/CASH RECEIPT NO	
DATE OF ISSUE	
Signature of issuing officer	

NAME OF WORK : **Supply of LAN & OTHERS EQUIPMENTS on RATE CONTRACT BASIS.**

Earnest Money : Rs. 5000/-Only

Cost of Tender Documents : Rs. 500/- only

TABLE OF CONTENTS

Section	Content	Page No.
I	Notice Inviting Tender	1-2
II	Bid Form	3
III	Tenderer"s Profile	4
IV	Instruction to Bidders	5
V	Terms and Conditions of the contract	6-21
VI	Letter of Authorisation for attending bid opening [specimen]	22
VII	Schedule of rates	23-25

Read, understood & complied with
Signature of the Tendered

**Government of West Bengal
District eGovernance Society
Office of the District Magistrate
North 24 Parganas**

NOTICE INVITING TENDER

NIT No. 2 /DeGS

Date : 18th January, 2012

Properly sealed tenders (Packing PVC tape/Sealing wax) are invited from Kolkata-based reputed Manufacturers/Dealers/Supplier for Supply of LAN & OTHERS EQUIPMENTS for the Year 2012-13 on rate contract basis as shown in the annexure to Bid document on as and when requirement basis on two envelope system.

For Supply of LAN & OTHERS EQUIPMENTS

(a) Bid has to be submitted on TWO ENVELOPE basis; First envelope (technical Bid) should carry the filled format as per Section-II and III. Tender Documents Cost and EMD (Earnest Money Deposit) in the form of demand draft is also to be enclosed in the Sealed Envelope-I. In absence of tender documents cost and EMD, tender will be summarily rejected.

(b) Price Proposal as per Section-VII is to be enclosed in the Sealed Envelope-II.

1. **Period of contract** : One year from the date of award of work.
2. **EMD** : Rs.5000/- [Rupees Five thousand only].
3. **Mode of payment** : Tender document could be purchased by paying cost of bid document Rs.500/- either in cash payable at cash counter or DD drawn in favour of 'District eGovernance Society, North 24 Parganas' payable at Kolkata OR can be downloaded from <http://north24parganas.gov.in>, in which case, the cost of the tender documents of Rs.500/- is required to be paid in the form of crossed DD drawn in favour of "District eGovernance Society, North 24 Parganas" payable at "Kolkata" and enclosed to the tender documents. EMD is to be paid in the form of Crossed Demand Draft issued by a scheduled bank, drawn in favour of 'District eGovernance Society, North 24 Parganas' payable at Kolkata.
4. **Tender documents can be had with** : The Chairman Purchase Committee North 24 Pgs.
5. **Time & last date of submission of Bid** : 1500 Hrs. of 03-02-2012
6. **Time & Date Bid opening** : 1530 Hrs of 03-02-2012
7. It is mandatory that the intending tenderer shall be able to supply all the items put to tender and hence they have to quote for all the items, failing which the tender is liable for rejection.
9. The tender, which is not accompanied by the requisite EMD, shall be summarily rejected. Tender will not be accepted/ received after expiry date & time. The Chairman, DeGS, North 24 Parganas reserves the right to reject any or all tenders without assigning any reason whatsoever.
10. The rate should be exclusively for 'The Chairman, DeGS, North 24 Parganas'.
11. The technical/commercial bids should be in two separate sealed covers clearly marked as 'TECHNICAL BID' and 'COMMERCIAL BID'. The Technical bid has to be accompanied by an Earnest Money Deposit (EMD) of Rs.5000/- (Rupees Five Thousand only) in the form of a demand Draft in favour of 'District eGovernance Society, North 24 Parganas', Payable at Kolkata. Such Draft should be in separate third cover marked as 'EARNEST MONEY DEPOSIT'.

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:: 2 ::

- The TECHNICAL BID should include the name and address of the firm/company, annual turnover, details of past experience and the offices where they have been performing such duties along with the supporting documents/certificates. Technical Bids should not contain any commercial quotes.
 - The COMMERCIAL BID should contain the rate against each item separately. The quoted unit rate will be considered for evaluation purpose.
 - Technical and Commercial bids should be in clear words, categorically mentioning each and every terms specifying the rates, etc. Any kind of ambiguous/obscure/unclear terms would lead the firm's bid being disqualified.
12. The rates quoted by the bidder may be **more than one MNC brand** and should be legible. Pencil entries and over written entries shall be rejected.
13. The offers which do not conform to the conditions laid down in the tender notice shall not be considered.
14. The Chairman, DeGS, North 24 Parganas reserves the right to disqualify such bidders who had a record of not meeting the contractual obligations against earlier contracts entered into with the authority.
15. In case bidder has any query they can contact to the following persons
16. Date of Pre-Bid Meeting : 31.01.2012

In case of any information please contact at the following numbers:

1. Mr. Randhir Kumar, IAS, ADM(G) [033-25846205, 9830200977, admg24p@gmail.com]
2. Mr. B.Chakraborty, SSA [033-25846241, 9434308385, dio-nprg@nic.in]

Pre-Bid Query will be submitted to Mr. Mr. B.Chakraborty, Scientist-C/SSA.

Matter for News Paper

TENDER NOTICE
Sealed Tenders are invited for Supply of LAN & OTHERS EQUIPMENTS. Details of the NIT are available on http://north24parganas.gov.in Last date of submission is 03.02.2012.
Sd/- District Magistrate North 24 Parganas

Ne
18/1/12
**Member Secretary
DeGS, North 24 Parganas**

No. 2/(8)/DeGS

Date : 18th January, 2012

Copy forwarded for information and wide publication through notice Board to :-

1. The AEO, Zilla Parishad, North 24 Parganas
2. The DL&LRO, North 24 Parganas
3. The Nazareth Dy. Collector, North 24 Parganas
4. The DICO, North 24 Parganas
5. The CA to DM/ADM(G)/ADM(T)
6. Notice Board.

Ne
18/1/12
**Member Secretary
DeGS, North 24 Parganas**

SECTION-II

BID FORM

To,

**District eGovernance Society
New Administrative Building
Rishi Bankim Sarani, Barasat
North 24 Parganas
Kolkata-124**

Sir,

Having examined the conditions of contract & specification, the receipt of which is hereby duly acknowledged, I/we the undersigned, offer Supply of LAN & OTHERS EQUIPMENTS in conformity with, conditions of contract & specification.

We undertake, if our Bid is accepted, to execute the work in accordance with specifications, time limits, terms & conditions stipulated in the tender document.

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this Bid for a period of one year from the date of award and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a format Agreement is prepared & executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed & prepared so as to prevent any subsequent alteration & replacement.

Dated this day of.....

Signature of Authorized Signatory.....

In the capacity of.....
Duly authorized to sign the Bid for and on behalf of

Witness.....

Address

Read, understood & complied with
Signature of the Tendered

* Strikeout whichever is not applicable

SECTION-III

TENDERER'S PROFILE

General

- 1. Name of the tenderer/firm (In Block Letters) _____
- 2. Name of the person submitting the tender who's Photograph is affixed Shri/Smt. _____ (In case of Proprietary/ Partnership firms, the tender has to be signed by Proprietor/Partner only, as the case may be)
- 3. Address of the firm
.....
.....
.....
- 4. E-mail Address
- 5. Tel No.(with STD Code) (O)Fax).....(R)..... Mobile
- 6. Registration & incorporation particulars of the firm:
 - a) Proprietorship
 - b) Partnership
 - c) Private Limited
 - d) Public Limited

(Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)

- 7. Name of Proprietor /Partners/ Directors
.....
.....
- 8 Permanent Account number, Income Tax circle
.....
.....
.
- 9. VAT Registration No. if available :
- 10. Infrastructure capabilities :
- 11. Annual Turnover of the Firm :

I/We hereby declare that the information furnished above is true & correct.

Place :
Date :

Signature of tendered/Authorized signatory.....

Name of the tendered.....

Read, understood & complied with
Signature of the Tendered

SECTION-IV

Instructions to Bidders**Submission of Proposals** (Methodology)

The Proposal shall be submitted in two separate envelopes – Part-I covering the Technical, Commercial (except AMC charges) and Qualification aspects hereinafter referred to as 'Technical Proposal' and Part II covering only the price schedules hereinafter referred to as the 'Price Proposal'. The two parts should be in two separate covers, each super-scribed with the name of the Project (Proposal for Procurement of Hardware for various branches/offices situated all over India) as well as "Technical Proposal" and "Price Proposal" as the case may be.

Documents comprising the Technical Proposal Envelope, should :

- (a) Comply with the TCC (Section-V)
- (b) Be accompanied by duly filled in Proposal Form (Section-II) and (Section-III) the forms must be duly signed by the vendor;

Any Technical Proposal not containing the above will be rejected.

Any Technical Proposal containing any price information will be rejected.

Documents comprising Price Proposal Envelope, should be :

- (a) Full Price Schedule of the Goods and/or System and/or Services Schedule of rates (Section-IV). Each copy of the Proposal should be in two parts, as mentioned below.

The vendors shall seal the "**Technical Proposal**" and "**Price Proposal**" separately and the same shall:

- (i) be addressed to the Chairman, District eGovernance Society, North 24 Parganas at the address given; and
- (ii) bear the Name Supply of LAN & OTHERS EQUIPMENTS for District eGovernance Society, NORTH 24 PARGANAS" and a statement : "DO NOT OPEN BEFORE 03.02.2012".

(Strike out whichever is not applicable)

Proposals must be received by District eGovernance Society, North 24 Parganas at the address specified, no later than the date & time specified in Request for Proposal.

SECTION-V

TERMS & CONDITIONS OF CONTRACT (TCC)

1. Definitions

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

- (a) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to District eGovernance Society;
- (b) "District eGovernance Society" means District eGovernance Society, North 24 Parganas;
- (c) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Purchase/Job Contract;
- (d) "TCC" means the Terms and Conditions of Contract contained in this section;
- (e) "The Supplier" or "the Vendor" means the individual or firm supplying or intending to supply the Goods and Services under this Contract; and
- (f) "The Project Site" means office of Chairman, DeGS, North 24 Parganas.

2. Country of Origin

2.1 All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.

2.2 For purposes of this clause, "origin" means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3. Standards

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

4. Use of Contract Documents and Information

4.1 The Supplier shall not, without the Chairman's, DeGS 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 District eGovernance Society in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only to p.khetwal@nic.in so far as may be necessary for purposes of such performance.

- 4.2** The Supplier shall not, without the Chairman's, DeGS prior written consent, make use of any document or information enumerated in this document except for purposes of performing the Contract.
- 4.3** Any document, other than the Contract itself, shall remain the property of District eGovernance Society and shall be returned (in all copies) to District eGovernance Society on completion of the Supplier's performance under the Contract, if so required by District eGovernance Society.

5. Patent Rights

- 5.1** The Supplier shall indemnify District eGovernance Society against all third-party claims of infringement of license agreement, patent, trademark, or industrial design, intellectual property or copy rights etc. arising from use of the Goods or any part thereof in India.

6. Performance Security

- 6.1** Within 7 days of the award of Purchase/Work order, the Supplier shall furnish to District eGovernance Society, the Performance Security for an amount equivalent of amount of advance valid up to 60 days after the date of completion of performance obligations including warranty obligations. Provided that District eGovernance Society may, having regard to the value and/or nature of the goods of the purchase contract and, at its sole discretion, waive the performance guarantee
- 6.2** District eGovernance Society shall be at liberty to set off/adjust the proceeds of the performance security towards the loss, if any, sustained due to the supplier's failure to complete its obligations under the contract. This is without prejudice to the Chairman's, DeGS right to proceed against the Supplier in the event of the security being not enough to fully cover the loss/damage.
- 6.3** The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms: (a) a bank guarantee issued by a reputable bank in India, acceptable to District eGovernance Society, in the form provided in Bid Form and Other Formats; or (b) a Banker's Cheque/Demand Draft favoring "District eGovernance Society, North 24 Parganas".
- 6.4** The performance security will be discharged by District eGovernance Society and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty or AMC obligations under the contract.
- 6.5** In the event of any contract amendment, the Supplier shall, within 7 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period of 60 days thereafter. In the event of any correction of defects or replacement of defective equipment during the warranty period, the warranty for the corrected/replaced equipment shall

be extended to a further period of 12 months. The performance guarantee for a proportionate value shall be extended by 60 days over and above the extended warranty period.

7. Inspection and Quality Control Tests

7.1 Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance are as follows:

- (i) Inspection of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards may be done at factory site of the Supplier before award of the Purchase/Work Contract, by District eGovernance Society/Chairman's, DeGS Consultants; Provided that District eGovernance Society may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of District eGovernance Society meriting waiver of such inspection of goods.
- (ii) The inspection of the Goods is to check whether the Goods are in conformity with the technical specifications mentioned in the Invitation for Quotation or the Quotation submitted by the Supplier. The Supplier will dispatch the goods to the ultimate consignee after internal inspection/testing along with the Supplier's inspection report, manufacturer's warranty certificate. District eGovernance Society/Chairman's, DeGS Consultants may also carry out pre-dispatch inspection. In such a case, the entire cost of such inspection, including the board, lodging, traveling, incidental expenses of the Chairman's, DeGS representatives and/or Consultants, shall totally be borne by the Supplier, for the complete duration of the inspection. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier;
- (iii) Also, District eGovernance Society will test the equipment after completion of the installation and commissioning at the site of the installation (for site preparation, the Supplier should furnish all details to District eGovernance Society sufficiently in advance so as to get the works completed before receipt of the equipment). Complete hardware and software should be supplied, installed and commissioned properly by the Supplier prior to commencement of performance tests;
- (iv) The acceptance test will be conducted by District eGovernance Society/Chairman's, DeGS Consultants or any other person nominated by District eGovernance Society, at its option. The acceptance will involve trouble-free operation for a period to be decided by District eGovernance Society, but not exceeding seven consecutive days. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of hardware or excessive heating of motors attached to printers, drivers etc. or bugs in the software should occur. All the software should be complete and no missing modules/sections will be allowed. The Supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of District eGovernance Society, the successful completion of the test specified. An average uptime efficiency of 98% for the duration of test period shall be considered as satisfactory; Provided that District eGovernance Society may, at its

discretion, require the Supplier to devise and conduct the acceptance test, at his own cost, in the presence of Chairman's, DeGS representative(s) to establish to the satisfaction of District eGovernance Society that the configuration/ performance of the goods supplied are in conformity with the specifications laid down in the Purchase/Work contract.

- (v) In the event of the hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, District eGovernance Society reserves the right to get the equipment replaced by the Supplier at no extra cost to District eGovernance Society; and
- (vi) Successful conduct and conclusion of the acceptance tests for the installed goods and equipment shall also be the sole responsibility and at the cost of the Supplier.

7.2 The inspections and quality control tests may be conducted on the premises of the Supplier, at point of delivery and/or at the Goods' final destination. If conducted on the premises of the Supplier, reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to District eGovernance Society.

7.3 Should any inspected or tested Goods fail to conform to the Specifications, District eGovernance Society 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 District eGovernance Society.

7.4 Nothing stated hereinabove shall in any way release the Supplier from any warranty or other obligations under this Contract.

7.5 Manuals & Drawings

7.5.1 Before the goods and equipment are taken over by District eGovernance Society, the Supplier shall supply operation and maintenance manuals together with drawings, wherever applicable, of the goods. The manuals and drawings shall be in English.

7.5.2 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over, until such manuals and drawings have been supplied to District eGovernance Society.

7.6 For the System & Other Software, the following will apply: The Supplier shall provide complete and legal documentation of hardware, all subsystems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify District eGovernance Society against any levies/penalties on account of any default in this regard.

7.7 Acceptance Certificates

7.7.1 On successful completion of acceptability test, receipt of deliverables, etc., and after District eGovernance Society is satisfied with the working on the system, the acceptance certificate signed by the Supplier and the representative of District eGovernance Society will

be issued. The date on which such certificate is signed (unless otherwise provided for) shall be deemed to be the date of successful commissioning of the systems.

Training shall be conducted on the dates mutually agreed up on and within two months from the date of acceptance of supply.

8. Packing

8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Size and weights of packing case shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

8.2 Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following :

(i) Contract No.; (ii) Supplier's Name; (iii) Consignee's Name (iv) Packing List Reference number.

9. Delivery & Documents

9.1 Delivery of the Goods shall be made by the Supplier with in 7 DAYS from the date of Purchase/Work Order. The details of shipping and/or other documents to be furnished by the Supplier are specified hereunder:

- (i) 3 copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Delivery note, Railway receipt or acknowledgement of receipt of goods from the Consignee or in case of goods from abroad, original and two copies of the negotiable, clean, on-board bill of lading marked freight prepaid and two copies of non-negotiable bill of lading;
- (iii) 2 Copies of packing list identifying contents of each package;
- (iv) Insurance certificate;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report and Quality Control Test Certificates,

The above documents shall be received by District eGovernance Society before arrival of Goods (except where it is handed over to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

10. Insurance

10.1 The insurance shall be in an amount equal to 100 percent of the value of the Goods from "Warehouse to final destination" on "All Risks" valid for a period not less than 1 months after installation and

commissioning and issue of acceptance certificate by District eGovernance Society.

Should any loss or damage occur, the Supplier shall –

- (a) initiate and pursue claim till settlement, and
- (b) promptly make arrangements for repair and/or replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

11. Transportation

11.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

12. Incidental Services

12.1 The incidental services to be provided are as under:

- (a) Performance of on-site assembly and start-up of the supplied computer hardware, operating system and other software packages;
- (b) Furnishing of appropriate hardware, device drivers, system design and programming services required for development and/or maintenance of the supplied Goods; Even if the hardware is initially purchased for use with particular Operating System(s), District eGovernance Society may, at any future date, use the hardware with any other operating system and in such cases, the Supplier shall provide the device drivers required for the hardware components in order for them to function satisfactorily in the new operating environment. In the event of such device drivers not being available, the Supplier should substitute the hardware component with another with comparable performance and having a device driver software for the proposed operating system.
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods and equipment;
- (d) Maintenance, repair and software updates of the supplied Goods for a period of three years after expiry of the warranty, provided, that this service shall not relieve the Supplier of any Warranty obligations under this Contract; and
- (e) Training of the Chairman's, DeGS personnel at the Supplier's office or other facility, in the installation and operation of the computer hardware, utilities and all contracted software, as specified in TCC Clause 38.

13. Spare Parts

13.1 As specified in the TCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier :

- (a) Such spare parts as District eGovernance Society may elect to purchase from the Supplier, provided, that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) advance notification to District eGovernance Society of the pending termination, in sufficient time to permit District eGovernance Society to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to District eGovernance Society, the blueprints, drawings, and specifications of the spare parts, if requested.
 - (iii) The vendor shall stock adequate spares as indented by District eGovernance Society at their respective Zonal Offices to ensure a better uptime, at no cost District eGovernance Society.

14. Warranty

- 14.1** The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in India.
- 14.2** The minimum warranty period shall be at least **36 months** from date of acceptance of the Goods. Provided that wherever the Goods could not be installed due to the site not being ready or for any reason attributable solely to District eGovernance Society, the warranty shall terminate after the one month from the expiry date of warranty. The Supplier shall, in addition, comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with TCC Clause 7.
- 14.3** District eGovernance Society shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 14.4** In case an equipment, peripheral or components (such as CPU, monitors, printers etc. are taken away for repairs, the vendor shall provide a similar standby equipment so that the equipments can be put to use in the absence of the originals/replacements without disrupting the Chairman's, DeGS regular work. Upon receipt of such notice, the Supplier shall, with all reasonable speed, in any case not later than 2 days, repair or replace the defective goods or parts thereof, without cost to District eGovernance Society.
- 14.5** If the Supplier having been notified, fails to remedy the defect(s) within 2 (two) days from the of receipt of such notice, District eGovernance Society may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights

which District eGovernance Society may have against the Supplier under the Contract.

14.6 If during operation, the real Mean Time Between Failures (MTBF) of any piece of equipment or component thereof does not prove to be within 70% (seventy percent) of the specified MTBF, the Supplier shall replace the unit of component with another of at least the same performance and quality, at no cost to District eGovernance Society.

14.7 Maintenance Service:

14.7.1 Free on-site maintenance services shall be provided by the Supplier during the period of warranty. The vendor will enter into AMC agreement with District eGovernance Society after the expiry of the warranty period of equipments viz. Computer Systems, Peripherals, UPS, Systems Software & other software for a period not less than 3 years after the expiry of warranty, at the discretion of District eGovernance Society. The AMC charges should be quoted separately in the commercial bid. The rate for Annual Maintenance Contract for the hardware & peripherals supplied is to be quoted in the commercials. You may also indicate your willingness to support the hardware & related software supplied by other vendors. If so you may quote the rate for AMC of such hardware & software separately in commercial bid.

14.7.2 The maximum response time for a maintenance complaint (i.e. time required for Supplier's maintenance engineers to report to the installations after a request call/telegram/fax/e-mail is made or letter is written) shall not exceed 3 (Three) hours from the receipt of such communication in case the service centre is situated at the same location where the hardware/software are installed and 1 (one) day in other cases.

14.7.3 It is expected that the average downtime of an item will be less than half the maximum downtime (i.e. defined as number of days for which an item of equipment is not usable because of inability of the Supplier to repair it) as mentioned in the form of Technical Details. In case an item is not usable beyond the stipulated maximum downtime the Supplier will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair/replacement will be liable for penalty of Rs.500/- per day per item. The amount of penalty will be recovered from Bank Guarantee or the deposit made by the Supplier, during warranty and/or annual maintenance charges and/or by lodging a claim against the Supplier, as the case may be. In the event of Deposit or Bank Guarantee amount not sufficient to set off the liability of the Supplier under this head District eGovernance Society shall be at liberty to proceed against the Supplier for recovery of the balance as may be advised.

15. Payment

15.1 Payment shall be made in Indian Rupees, in the following manner:

- (i) On Delivery: Payment of the order value on installation and commissioning of the Hardware/Completion Job ordered, and

Chairman's, DeGS acceptance of the Hardware/Completion Job ordered. Wherever installation could not be carried out by the vendor due to the site not being ready even after 30 days after the last date for delivery mentioned in the Purchase/Work order, the payment would be released upon Vendor's submission of a certificate from the location concerned, duly signed (with the office-seal affixed) by the Chairman's, DeGS authorities concerned that site is not ready. In such a case, the Vendor has to give an undertaking to complete installation within a week of being informed that the site is ready. As already stated, for reasons of delays in installation not attributable to District eGovernance Society and/or in the absence of vendor submitting the certificate within the stipulated period as mentioned herein, the liquidated damages would be levied as stated above.; and

- (iii) Security Deposit: 10% of the tender value shall be deducted from the total payment and will be refunded after the expiry of Warranty

Or

A Bank Guarantee of a reputed Bank, acceptable to District eGovernance Society, for an equivalent amount valid for the period of warranty has to given.

15.2 Payment for annual maintenance charges: Not Applicable

- 15.3** (i) For all the payments to be made against bank guarantees, the bank guarantees shall be issued by a Scheduled Indian Bank or a Foreign bank operating in India, acceptable to District eGovernance Society, in the format enclosed. The guarantees issued by other banks should be confirmed by a scheduled Indian Bank or a foreign bank operating in India, acceptable to District eGovernance Society.

- (ii) Bank guarantees for advance payment shall be released not later than 30 days after the date of completion of installation of the goods at their final destination.

16. Prices

Prices payable to the Supplier as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc.

17. Change Orders

- 17.1** District eGovernance Society may, at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following :

- (a) specifications;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for the Supplier's performance of any provisions under the Contract, 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 Supplier for adjustment under this clause must be asserted within 7 days from the date of Supplier's receipt of Chairman's, DeGS changed order.

18. Contract Amendments

18.1 No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

19. Assignment

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Chairman's, DeGS prior written consent.

20. Subcontracts

20.1 The Supplier shall notify District eGovernance Society in writing of all subcontracts awarded under the Contract, if not already specified in the quotation. Such notification, in the original quotation or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contract shall be only for bought-out items and sub-assemblies.

20.2 Subcontracts must comply with the provisions of TCC.

Delays in the Supplier's Performance

21.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by District eGovernance Society .

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

21.3 Except as provided in the above clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

22. Liquidated Damages

22.1 If the Supplier fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, District eGovernance Society shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to

1.00 percent per week or part thereof of contract price subject to maximum deduction of 10% of the delivered price of the delayed Goods or unperformed services for each week or part thereof of delay, until actual delivery or performance. Once the maximum is reached, District eGovernance Society may consider termination of the Contract.

23. Termination for Default

23.1 District eGovernance Society, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(a) if the Supplier fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by District eGovernance Society;

or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

23.2 In the event District eGovernance Society terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Goods and Services similar to those undelivered, and the Supplier shall be liable to District eGovernance Society for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

24. Force Majeure

24.1 Not with standing the provisions of TCC, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable such as acts of the Govt. in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify District eGovernance Society in writing of such condition and the cause thereof. Unless otherwise directed by District eGovernance Society in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency

25.1 District eGovernance Society may, at any time, terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not

prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to District eGovernance Society.

26. Termination for Convenience

26.1 District eGovernance Society, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Chairman's, DeGS convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26.2 The Goods that are complete and ready for delivery within 7 days after the Supplier's receipt of notice of termination shall be accepted by District eGovernance Society at the Contract terms and prices. For the remaining Goods and Services, District eGovernance Society may elect to have any portion completed and delivered at the Contract terms and prices.

27. Resolution of Disputes

27.1 District eGovernance Society and the Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

27.2 If, after thirty (30) days from the commencement of such informal negotiations, District eGovernance Society and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national forum.

27.3 The dispute resolution mechanism to be applied shall be as follows:

- a) In case of Dispute or difference arising between District eGovernance Society and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the contract is Rs.1 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.
- b) Arbitration proceedings shall be held at Kolkata, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and

28. Governing Language

28.1 The governing language shall be English.

29. Applicable Law

29.1 The Contract shall be interpreted in accordance with the laws of the Union of India and the Supplier shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of District eGovernance Society falls.

30. Notices

30.1 The following shall be the address of District eGovernance Society and Supplier.

Chairman’s, DeGS address for notice purposes :

**District eGovernance Society
New Administrative Building
Rishi Bankim Sarani, Barasat
North 24 Parganas
Kolkata-124**

Supplier’s address for notice purposes

.....
.....
.....

30.2 A notice shall be effective when delivered or on the notice’s effective date whichever is later.

31. Taxes and Duties (Sale Tax to be cleared as per price Schedule)

31.1 Supplier will be entirely responsible for all applicable present and future taxes, duties, levies, charges, license fees, road permits etc. in connection with delivery of goods at site including incidental services and commissioning. Payment of Octroi, entry-tax, alone, if applicable, will be made at actual, on production of suitable evidence of payment by the Supplier. Income/ Corporate Taxes in India:

31.2 The Supplier shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Supplier shall include all such taxes in the contract price.

31.3 Wherever the laws and regulations require deduction of such taxes at the source of payment, District eGovernance Society shall effect such deductions from the payment due to the Supplier. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by District eGovernance Society as per the laws and regulations in force. Nothing in the Contract shall relieve the Supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the Supplier in respect of this contract.

31.4 The Supplier’s staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Supplier shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

32. Supplier Integrity

32.1 The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

33. Supplier's obligations

The Supplier is obliged to work closely with the Chairman's, DeGS staff, act within its own authority and abide by directives issued by District eGovernance Society and implementation activities. The Supplier will abide by the job safety measures prevalent in India and will free District eGovernance Society from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold District eGovernance Society responsible or obligated. The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors. The Supplier will treat as confidential all data and information about District eGovernance Society, 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 District eGovernance Society.

34. Patent Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and District eGovernance Society is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Supplier shall on a mere demand by District eGovernance Society reimburse whatever expenses incurred by District eGovernance Society in this regard, within a period of 7 days of receipt of demand.

35. Site preparation and installation

District eGovernance Society is solely responsible for the construction of the hardware sites in compliance with the technical and environmental specifications defined by the Supplier. District eGovernance Society will designate the installation sites before the scheduled installation date, to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the hardware.

36. Hardware Installation

The Supplier is responsible for all unpacking, assembling, wiring, installations, cabling between hardware units and connecting to power supplies. The Supplier will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites.

37. Hardware & System Software Maintenance

The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all hardware execute without defect or interruption for at least 98% uptime for 24 hours a day, 7 days a week of operation of the machine, worked on a quarterly basis. If any critical component of the entire configuration is out of service for more than a day, the Supplier shall either repair the defective unit within 24 hours or immediately replace the defective unit or replace the same immediately at its own cost. The Supplier will respond to a site visit and commence repair work on the equipment within two (2) hours of being notified of equipment malfunction. During warranty and later during AMC period, the Supplier will, in addition to attending the service calls as provided above, perform Preventive Maintenance once a quarter on a mutually convenient day. At the time of entering into AMC, District eGovernance Society will be required to sign an AMC contract as per the format given in Bid Form and Other Formats.

38. Training

For each hardware and software component installed, the Supplier is required to train the designated Chairman's, DeGS technical and end-user personnel to enable them to effectively operate the total system. The number of users to be trained and the duration of the training shall be as specified in the Invitation for Quotation or as quoted by District eGovernance Society in his Quotation. The venue, arrangements for provision of hardware/software and costs for the training shall be as specified in the Invitation for Quotation.

39. Technical Documentation

The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

40. Right to use defective equipment

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, District eGovernance Society shall have the right to continue to operate or use such equipment until rectification of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Chairman's, DeGS operation.

41. Standards

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards like ANSI, IEEE, ISO, X/Open etc.

Please note that any quotation which does not provide the above information in the specified formats is likely to be rejected and District eGovernance Society will not enter into any correspondence with the vendor in this regard. You are requested to quote only one model against each item.

42. Award Criteria

District eGovernance Society will award the Contract to the successful Bidder, out of the Bidders who have responded to Chairman's, DeGS Invitation for Quotation, who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the lowest evaluated Bid. For evaluation purpose the unit price of each item will be taken as the basis for identifying the lowest bidder.

The item wise lowest bidder be identified and contract will be awarded to lowest bidder for the particular item for which he has quoted the lowest rate.

43. Repeat Orders

After a Purchase/Work/ Contract is awarded to a Supplier, District eGovernance Society may, at his discretion, award further Purchase/Work Contracts to the same Supplier for all/some of the goods originally quoted by him at the same/reduced prices up to a period of 6 (six) months from the date of the first Purchase/Work Contract without calling for fresh quotations.

44. Chairman's, DeGS Right to reject any or all Bids

District eGovernance Society reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time, 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 Chairman's, DeGS action.

SECTION -VI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Tender No. : _____

Subject : Authorization for attending bid opening on _____ (date) in the tender
of _____

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below.

Order of Preference Name Specimen Signatures

- I
- II

Alternate Representative

Signature of bidder
or

Officer authorized to sign the bid
documents on behalf of the bidder.

Note : One representative will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative is not able to attend Read, understood & complied with Signature of the Tendered.

Read, understood & complied with
Signature of the Tendered

	Detector complete with base for 10'x30' sq. ft. room, 3) Manual Call Point with Hammer & Chain, 4) Electronics Hooter and 5) 2 x 1.5 sq mm copper wire with PVC conduit/casing of 100 Mtr(approx).										
	IP Camera										
70.	Auto Adjusting frame rate according to real time network rate/Built in SD Card slot for live video recording, support up to 32GB/Multiple H.264, Motion JPEG and MJPEG video streams & two way audio/Supports 3G Mobile Phone Live Viewing/Integrated wireless Alarm gateway function/Up to 10 viewers can directly access the camera simultaneously/Built-in Microphone	Each									
71.	Scanner-										
	Hi-Speed USB 48 Bit Flatbed network compatible/ Up to 4800 dpi Resolution /ADF with minimum Speed 25 PPM /ADF Feeder capacity minimum 100 sheets/Compatible with all available file format/Scan Size at least 8.5 x 14 inch	Each									

All the above items should carry at least one year warranty.

Yours faithfully,

Dt :
Place :

Signature of the Tendered
Name
Address

Read, understood & complied with
Signature of the Tendered