

E-Tender

No. : 02/Gk(DU)/2022-23/CPPP

for

Supply/Installation/Shifting

of

**Optical Fiber, Networking Equipment,
CCTV, UPS**

By

**Gurukula Kangri (Deemed to be University)
Haridwar - 249404**

Source of Tender Document:

www.gkv.ac.in

www.eprocure.gov.in

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CHAPTER – 1

INSTRUCTIONS TO BIDDERS

1. General:

- 1.1 Bids are invited from the manufacturers or their authorized distributors, registered for the supply, installation of Optical Fiber, Networking Equipment, and Cabling, and shifting of CCTV Setup and UPS Setup as per the scheduled requirement (Chapter 3) at “Faculty of Engineering & Technology, Gurukula Kangri (Deemed to be University), Haridwar-Delhi Road, Bahadarabad-249402, Haridwar (U.K) ”.
- 1.2 Bidders are advised to study the tender document thoroughly. Submission of the tender shall be deemed to have been done after careful study and examination of the tender document.
- 1.3 Bidders shall not be permitted to alter or modify their bids nor clarifications, whatsoever; regarding the price quoted shall be entertained after the expiry of the deadline for receipt of bids.
- 1.4 The bidder shall not, transfer or assign the order or any part thereof or interest therein or benefit or advantage thereof in any manner, whatsoever.
- 1.5 Canvassing in any form in connection with the tenders is strictly prohibited and the bids submitted by the bidders who resort to canvassing are liable to rejection.
- 1.6 Gurukula Kangri (Deemed to be University) shall not pay any costs incurred towards the preparation and submission of the bid or any other expenditure in this regard.

2. Schedule of Tender:

- 2.1 The bids will be accepted **till 1100 Hrs. on 27-10-2022.** **The bids must be uploaded to www.eprocure.gov.in.**
- 2.2 The Bids will be opened at **1130 hrs. on 28.10.2022.**

3. Purchaser’s Right to vary quantities at the time of placement of Supply Order/signing of Contract: The Purchaser reserves the right to vary the quantities and/or split the order among the selected Bidders.

4. Purchaser’s right to accept any Bid and to reject any or all bids: The Purchaser reserves the right to accept any bid, and to annul the bid process and reject all bids at any time, without assigning any reason, prior to placement of supply order/ signing of the contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Purchaser’s action.

5. Bidder Qualification: The “**Bidder**” as used in the tender document shall mean the one who has signed the Bid. The Bidder may be either the manufacturer or his duly authorized representative.

6. Bid Security (Earnest Money):

- 6.1 Bid Security (Earnest money) amounting to **Rs 15000/-** in the form of Account Payee - Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee in favor of Registrar, Gurukula Kangri (Deemed to be University), Haridwar payable at Haridwar, should be submitted in physical form before the last date of the bid. While a copy must be uploaded along with the Bid.

- 6.2 The Bid Security (Earnest Money) shall be retained up to a maximum period of 6 calendar months from the date of opening of the Bid by the Purchaser, in case of short-listed Bidders. No interest will be payable by the Purchaser on this amount.
- 6.3 The Bid Security (Earnest Money) may be forfeited:
- a) If a Bidder withdraws his bid during the period of bid validity; or
 - b) In the case of the finally selected Bidder, if the Bidder fails;
 - i) To sign the Contract in accordance with Clause 1 of Chapter-2; or
 - ii) To furnish Performance Security in accordance with Clause 2 of Chapter-2; or
 - iii) If at any stage any of the information/declarations are found false.
- 6.4 Bid Security (Earnest Money) in respect of the finally selected Bidder will be discharged upon the Bidder signing the Contract, pursuant to Clause 1 of Chapter 2 and furnishing the Performance Security, pursuant to Clause 2 of Chapter 2.
7. **Period of Validity of Bids:** Bids shall remain valid for 120 days from the date of Bid opening. A Bid valid for a shorter period may be rejected by the purchaser as non-responsive. The rates of the successful bidder will be valid for 12 months from the date of issue of the letter of acceptance.
8. **Bid Requirements:**
- 8.1 The Bidder must quote for all the items and quantities as listed under the schedule of requirements (Chapter 3). **Partial quoting will not be accepted.**
 - 8.2 The successful bidder shall be required to furnish Performance Security for 10% of the contract price at the time of award of the contract as per clause 2 of Chapter 2.
 - 8.3 Bids not accompanied by earnest money will be rejected.
 - 8.4 While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form or any condition from the bidder side is inserted the tender will be liable to be rejected.

CHAPTER – 2

CONDITIONS OF CONTRACT

1. **Award of Contract:** The supplier will have to make an agreement within 7 days of time after acceptance of the letter issued.
2. **Performance Security.**
 - 2.1 The finally selected bidder shall deposit Contract Performance Bank Guarantee at the rate of 10% of the contract value in the form of a Bank Guarantee drawn on any scheduled bank in favor of Registrar, Gurukula Kangri (Deemed to be University), Haridwar – 249 404
 - 2.2 The Contract Performance Bank Guarantee shall be valid for a period of **forty (40) months** from the Contract date and the same will be released/discharged after the completion of the Warranty period.
3. **Schedule of delivery.**

Delivery of the Stores together with installation at the campus of “**Faculty of Engineering & Technology, Gurukula Kangri (Deemed to be University), Haridwar-Delhi Road, Bahadarabad-249402, Haridwar (U.K)**” shall be completed by the Supplier in accordance with the terms specified by the Purchaser within **6 (Six) weeks** from the date of placement of Letter of Intent/Supply Order/award of Contract, whichever is earlier.
4. **Payment Schedule.**
 - 4.1 100% of the Contract Price shall be paid within **30 (thirty)** working days after Final Acceptance of the stores by the Purchaser and submission of bill(s) complete in all respect by the Contractor/Supplier, subject to recoveries, if any.
 - 4.2 No advance payment shall be given to any agency on any ground whatsoever.
5. **Inspection and Tests:**
 - 5.1 The Purchaser shall have the right to inspect and or test the Stores for conformity to the Tender Specifications/approved sample. **The Stores that meet the acceptance test shall only be accepted by the Purchaser.**
 - 5.2 Should any inspected or tested Stores fail to conform to the specifications, the Purchaser may reject them and the Contractor/Supplier shall replace the rejected Stores.
6. **Warranty/Guarantee:**
 - 6.1 The Supplier shall provide comprehensive Warranty/ Guarantee for the Stores supplied under the Contract. The Warranty/ Guarantee should not be less than **36 (thirty six) months**.
 - 6.2 If the performance of Stores supplied fails to meet the Tender specifications then the same shall be replaced by the Contractor free of cost during the Warranty/ Guarantee period.
 - 6.3 The Warranty/Guarantee shall consist of on-site maintenance of all the items as per the schedule of requirement and will include supply and replacement of all parts of original make including all consumable and non-consumable parts/items along with the connectivity hardware and cables used unconditionally.
 - 6.4 The call for any breakdown should be carried out within 24 hours of time of receipt of call. In case of undue delay, the warranty will be extended by the duration of delay in attending to the calls and may lead to forfeit of the Performance Security.

- 6.5 In exceptional circumstances when the equipment/component is to be taken to company's premises/ service center for repairs, the standby arrangement from the company side will be mandatory. The equipment being taken to the workshop for repair would be at company's own risks and expenses.
7. **Delay in the Supplier's performance:** Delivery of the Stores shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the delivery Clause above. An unexcused delay by the Supplier in the performance of its delivery or service obligations shall render the Supplier liable to imposition of liquidated damages in accordance with Clause-8 below and thereafter, upon reaching the maximum deduction set out therein, to termination for default in accordance with Clause-10 below accompanied by forfeiture of Performance Security.
8. **Liquidated Damages:** If the Supplier fails to deliver any or all of the Goods or perform the Services within the time period specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, (not by way of penalty) a sum equivalent to 1(one) percent of the contract price of for each & every week (part of a week being treated as a full week) of delay until actual delivery or performance, up to a maximum deduction of Five Percent (5%) of the contract price.
9. **Force Majeure:** The Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc.
- 10. Termination for Default**
- 10.1 The purchaser may without prejudice to any other remedy for breach of Contract, by Ten (10) days written notice of default sent to the Supplier and upon the Supplier's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part:
- (i) If the Supplier fails to deliver any or all of the Stores within the time period(s) specified in the Contract; or
- (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
- 10.2 On termination of the Contract for default, the Performance security of the Supplier will be forfeited.
- 10.3 On termination of the Contract for default, action will be taken to black list the Supplier.
11. **Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
12. **Termination for Convenience:** The Purchaser shall have the right to 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 Purchaser's convenience, the extent to which the performance of work under the contract is terminated, and the date upon which such termination becomes effective.
13. **Resolution of Disputes:** In the event of any dispute the legal matter shall be subjected to the jurisdiction of Haridwar District Courts only.

CHAPTER – 3

SCHEDULE OF REQUIREMENTS

Part I : Networking/CCTV/Electrical Items			
S.No.	Item	Unit	Approx. Quantity
1.	6 Core Armored Optical Fibre Cable	Meter	350
2.	Supporting Steel Wire (for overhead laying of OFC)	Meter	200
3.	2 Core 6mm Aluminium Power Cable	Meter	200
4.	1000 Base –Lx SFP	Nos.	4
5.	6 U Communication Rack (Front glass door) 19” Wall Mountable with all necessary hardware sets with cooling fan, 1 PDU , 6 x 5A Sockets and with Cable/wire Manager	Nos.	2
6.	4 U Communication Rack (Front glass door) 19” Wall Mountable	Nos.	1
7.	I/O Box, Keystone, Faceplate (single port)	Set	12
8.	I/O Box, Keystone, Faceplate (dual port)	Set	4
9.	Ceiling-mounted dual band (5GHz and 2.4 GHz) POE MU-MIMO Access Point Routers with Built-in Omni-directional Antenna and data rate more than 1Gbps	Nos.	4
10.	19” Rack Mountable POE switch 8 port Full Giga fully compatible with Access point router in point no. 9	Nos.	1
11.	19” rack Mountable IEEE 802.3z Gigabit Ethernet 16 port unmanaged Switch	Nos.	2
12.	Cat 6 UTP Cable TIA/EIA 568-B.2, UL listed and ETL Verified	Box	2
13.	RJ-45 connector for CAT 6	Nos.	50
14.	OFC Fiber Termination Joint Box	Nos.	2
15.	2.4Megapixel CCTV Camera	Nos.	2
16.	BNC/DC Connector for CCTV cameras	Nos.	24
17.	3+1 Coaxial Copper CCTV Camera Cable	Nos.	90
18.	PVC Box for Camera Mounting	Nos.	8
19.	2U Rack for DVR	Nos.	1
20.	2 Pole MCB 40Amp	Nos.	2
21.	2 Pole MCB 63Amp	Nos.	1
22.	2 Pole MCB 25Amp	Nos.	1
23.	2.5mm electrical wire red	Meter	30
24.	2.5mm electrical wire blue	Meter	30
25.	1mm electrical wire green	Meter	30
Part II : Labour Works			
S.no.	Description	Rate Per Unit	Approx. Quantity
1.	Laying of optical fibre cable between buildings in air using supporting steel wire with power cable.	Meter	200
2.	Laying of cables/wires	Meter	940
3.	Supply and Fixing of 1” PVC Conduit (Casing-Capping) with accessories (ISI approved)	Meter	50
4.	Supply and Fixing of 2” PVC Conduit (Casing-Capping) with accessories (ISI approved)	Meter	50
5.	Fixing of wall mount rack	Nos.	4
6.	Fixing and termination of information outlet with face plate installation(Single port)	Nos.	12

7.	Fixing and termination of information outlet with face plate installation(Dual port)	Nos.	4
8.	Termination of cable on information outlet per node with label and marking.	Nos.	24
9.	Fixing of ceiling mount access point.	Nos.	4
10.	Crimping of RJ45	Nos.	48
11.	Shifting of UPS	Nos.	2
12.	Dismantling, Shifting and Reinstallation of CCTV Camera +DVR setup	Nos.	6

NOTE: 1. The indicative quantities are provided for calculating of L1 bidder only. Payment will be made against the Purchase Order and as per actuals.

2. For deciding L1 bidder, a cost comparison will be made on the total approximate requirements mentioned above. In case of variations of the passive components/labor charges, the actual payment will be decided on a pro-rata basis as per the unit price quoted.

CHAPTER-4

Contact Form

This Contract made on the ----- day of -----, (hereinafter referred to as the “**Contract Date**”) between the Registrar, Gurukula Kangri (Deemed to be University), Haridwar-249404 (hereinafter referred to as the “**Purchaser**” which term will include its representatives, successors and permitted assignees) of the one part and M/s -----, a Company having its office at -----
--- (hereinafter referred to as the “**Supplier**” which term will include its representatives, successors and permitted assignees) of the other part.

WHEREAS

- A. The Purchaser is desirous to procure ----- (hereinafter referred to as the “**Stores**”) and had sought a commercial offer for the supply of the System.
- B. With respect to the enquiry issued by the Purchaser -----
-----, the Supplier had submitted its Commercial Bid dated -----
- C. The Purchaser has accepted the Supplier’s Commercial offer read with the clarifications/confirmation (if any) submitted by the Supplier vide letter ----- for the supply of the Stores and associated services at a total cost of Indian Rs.-----/- (Indian Rupees -----only).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **DEFINITIONS OF TERMS:** In this Contract, capitalized words will have the same meaning as respectively assigned to them in the conditions of Contract herein.
2. **CONTRACT DOCUMENTS:**

The following documents, (each a “**Contract Document**” and collectively, the “**Contract Documents**”) are hereby expressly incorporated into this Contract and shall form and be read and construed as part of this Contract viz: -

- All Tender documents as issued by the purchaser.
- Acceptance letter issued by the Purchaser vide No. ___ dt. ___ and all correspondence exchanged between the Purchaser and the Supplier up to the date of issue of the acceptance letter as specifically referred to in the said acceptance letter.

3. SCHEDULE OF DELIVERY
4. PAYMENT SCHEDULE
5. INSPECTION AND TESTS
6. WARRANTY/GUARANTEE
7. DELAYS IN THE SUPPLIER’S PERFORMANCE
8. LIQUIDATED DAMAGES
9. FORCE MAJEURE
10. TERMINATION FOR DEFAULT
11. TERMINATION FOR INSOLVENCY
12. TERMINATION FOR CONVENIENCE
13. RESOLUTION OF DISPUTES

(The clauses 3 to 13 shall be according to the Chapter 2: Conditions of Contract of this Tender)

17. **ENTIRE CONTRACT:** This Contract including the Contract Documents constitute the final expression of agreement between the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the Contract. This Contract may not be altered, amended, or modified except in writing, signed by the duly authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the day and year written below:

Signed by:	Signed by:
Name:	Name:
Title:	Title:
Date:	Date:
For and on behalf of Gurukul Kangri (Deemed to be University), Haridwar	For and on behalf of
Witness	Witness
Signature:	Signature:
Name:	Name:
Address:	Address:
Date:	Date:

CHAPTER - 5

OTHER STANDARD FORMS

ANNEXURE-C1

BIDDER PARTICULARS

1. Name of the Bidder :

2. Address of the Bidder :

3. Name of the Manufacturer(s) :

4. Address of the Manufacturer :

5. Name & address of the person to whom all references shall be made regarding this tender enquiry. :

- Telephone :
- Fax :
- E-mail :

Witness:

Signature	Signature
Name	Name
Address	Designation
	Date& Company Seal

II. BID FORM

Date: ___/___/___

The Registrar
Gurukula Kangri (Deemed to be University),
Haridwar-249 404

Sir,

Having examined the Bid Documents of **TENDER NO.** _____
We, _____, offer to supply and deliver _____
(Name of the Firm)

(Description of Goods and Services)

in conformity with the said tender provisions for sums as may be ascertained in accordance with the Schedule of Prices provided in the Commercial Bid.

We undertake, if our bid is accepted, to complete delivery as per the schedule specified in the Tender.

We further undertake that, if our bid is accepted, we will submit Contract Performance Security for a sum equivalent to 10% of the Contract Price for the due Performance of the Contract as per **terms and conditions** of the Tender.

We agree to abide by this bid for a period of 4 months from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. This bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We have noted the contents of Contract Form (Chapter 5) and agree to abide by terms and conditions in the same.

We understand that you are not bound to accept the lowest or any bid you may receive. We also understand that you have the right to vary the quantities and/or split the total order among the Bidders and/or procure the available and compatible items/ equipment under DGS&D Rate Contract.

SIGNATURE AND SEAL OF BIDDER