

# Rajkot Municipal Corporation



## Selection of Agency for new LAN (CAT6) Cable laying Work at Various Rajkot Municipal Corporation buildings at Rajkot city (Retender).

Tender Issue Start from	:	21/11/2024
Last Date of Submission	:	12/12/2024
Online Pre bid Meeting	:	28/11/2024
Date of Bid Document Submission	:	13/12/2024 – 19/12/2024
Technical Bid Opening Date	:	20/12/2024
Total No of Pages	:	1 ... 60

Tender No : RMC/IT/ReTender/2024-25/002 (R)

Dy. Municipal Commissioner  
Rajkot Municipal Corporation,  
Dhebar Road, Rajkot

## DISCLAIMER

The information contained in this Request for Proposal document (“**RFP**”) whether subsequently provided to the bidders, (“**Bidder/s**”) verbally or in documentary form by Rajkot Municipal Corporation (henceforth referred to as “**RMC**” in this document) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation to any party. The purpose of this RFP is to provide the Bidders or any other person with information to assist the formulation of their financial offers (“**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by Rajkot Municipal Corporation in relation to this scope. This Tender document does not purport to contain all the information each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the, Rajkot Municipal Corporation and their employees or advisors to consider the objectives, technical expertise and particular needs of each Bidder. The assumptions, assessments, statements and information contained in the Bid documents, may not be complete, accurate, adequate or correct. Each Bidder must therefore conduct its own analysis of the information contained in this RFP and to seek its own professional advice from appropriate sources.

Information provided in this Tender document to the Bidder is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Rajkot Municipal Corporation accepts no responsibility for the accuracy or otherwise for any interpretation of opinion on law expressed herein.

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Seal of Bidder

Signature of Bidder

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## Acronyms

Term	Meaning
<b>AMC</b>	Annual Maintenance Contract
<b>FAT</b>	Final Acceptance Test
<b>IA</b>	Implementation Agency
<b>ICCC</b>	Integrated Command and Control Center
<b>I&amp;C</b>	Installation and Commissioning
<b>LOI</b>	Letter of Intent
<b>LOA</b>	Letter of Award
<b>MSI</b>	Master System Integrator
<b>OEM</b>	Original Equipment Manufacturer
<b>O&amp;M</b>	Operation and Maintenance
<b>PQ</b>	Pre-Qualification
<b>RC</b>	Rate Contract
<b>RFP</b>	Request for proposal
<b>RMC</b>	Rajkot Municipal Corporation
<b>RoW</b>	Right of Way
<b>SI</b>	System Integrator
<b>SITC</b>	Supply, Installation, Testing, Commissioning
<b>SLA</b>	Service Level Agreement
<b>SME</b>	Subject Matter Expertise
<b>SoW</b>	Scope of Work
<b>CAPEX</b>	Capital Expenditure
<b>OPEX</b>	Operational Expenditure
<b>TQ</b>	Technical Qualification
<b>UAT</b>	User Acceptance Test

**Definition:**

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

1. **“Applicable Laws”** means all applicable statutes, enactments, acts of legislature or laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, requirement or other governmental restriction and orders or judgements of any Governmental authority, tribunal, board, court or other quasi-judicial authority or other governmental restriction or any similar form of decision applicable to the relevant Party and as may be in effect on the date of execution of Agreement and during the subsistence thereof, applicable to the Project;
2. **“Confidential Information”** means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any other person who is covered within the ambit of the Tenderer’s legislation including any such information that may come to the knowledge of the Parties hereto /Implementation Agency’s Team by virtue of this Contract that:
  - a. is by its nature confidential or by the circumstances in which it is disclosed confidential; or
  - b. is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract;
3. **“Contract”** means the Agreement entered into between the implementation agency and the Tenderer as recorded in the Contract form signed by the Tenderer and the implementation agency including all attachments and Annexures thereto, the RFP and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated byreference therein and amendments and modifications to the above from time to time;
4. **“Document”** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer generated micro fiche;
5. **“Goods”** means all of the equipment, hardware, software, products accessories and/or other material/items which the implementation agency is required to supply, install, test and maintain under the contract;
6. **“Go-Live”** means final acceptance of the solution by tenderer as required to be executedas part of the execution by the implementation agency.
7. **“IP-Intellectual Property Rights”** means any patent, copyright, trademark, trade name, service marks, brands, propriety information, software whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

8. **“Maintenance”** refers to maintaining, repairing, and replacing if necessary, devices, equipment, and supporting utilities implemented during this project by the implementation agency under the scope of this RFP. Scheduled inspections are also included as Maintenance.
9. **“Notice”** means:
  - a. a notice; or
  - b. a consent, approval or other communication required to be in writing under this Contract;
10. **“OEM”** means the Original Equipment Manufacturer of any equipment/product.
11. **“Tenderer” or “Authority”** means Rajkot Municipal Corporation (RMC).
12. **“Bidder / SI / Implementation agency”** means an entity who wishes to participate in the tendering / bidding process initiated by the tenderer.
13. **CAPEX** – Capital Expenditure of the project
14. **OPEX** – Operational Expenditure of the project

**Important Dates****Bid Invitation Notice**

<b>Contract Period</b>	2 years
<b>Name of Work</b>	Selection of Agency for new LAN (CAT6) Cable laying Work at Rajkot Municipal Corporation buildings at Rajkot city (Retender).
<b>RFP No.</b>	RMC/IT/Re-Tender/2024-25/002 (R)
<b>Pre-Bid Meeting Date (Online)</b>	28/11/2024 16:00 to 17:00 Hrs -
<b>Online Price Bid Submission Date</b>	12/12/2024 up to 18:00 Hrs. (at <a href="https://www.tender.nprocure.com">https://www.tender.nprocure.com</a> . only)
<b>Physical Proposal Submission</b>	In sealed envelope strictly by RPAD/Speed Post between 13/12/2024 - 19/12/2024 before 18.00 hrs to Director IT, I. T. Department, Rajkot Municipal Corporation, Room No 203, 2 <sup>nd</sup> Floor, Dhebar Road, Rajkot 360001.
<b>Proposal Technical Opening (Un-priced bid)</b>	On 20/12/2024 at 11.05 Hrs.
<b>Date &amp; Time of opening of Price Bid</b>	Will be intimated to the qualified Bidders later.
<b>Venue of Pre-Bid Meeting</b>	Online
<b>Opening of Technical &amp; Commercial Bid/s</b>	IT Department RMC Central Zone office, Dhebar Road, Rajkot, Gujarat – 360001
<b>Bid Processing Fees (Non - refundable)</b>	Rs. 600 /- (Rupees Six Hundred Only) in form of DD only
<b>Bid security (EMD)</b>	Rs. 15,000/- (Fifteen Thousand only) in form of Demand Draft or Bank Guarantee <i>in favor of The Rajkot Municipal Corporation in any Nationalized or Scheduled Bank</i>
<b>Rajkot Municipal Corporation Contact email ID/</b>	Email ID: <a href="mailto:directorit@rmc.gov.in">directorit@rmc.gov.in</a>
<b>RFP Document Available at</b>	<a href="http://www.tender.nprocure.com">www.tender.nprocure.com</a> , <a href="http://www.rmc.gov.in">www.rmc.gov.in</a>

Deputy Municipal Commissioner  
Rajkot Municipal Corporation



## 1. Background

### 1.1 About Rajkot

Rajkot is the fourth-largest city in the Indian state of Gujarat after Ahmedabad, Surat, and Vadodara, and is in the center of the Saurashtra region of Gujarat. Rajkot is the 30<sup>th</sup> largest metropolitan area in India, with a population of approximate 18-20 lakhs as of 2022. Rajkot is the 7th fastest-growing city in the world as of March 2021. The city contains the administrative headquarters of the Rajkot District, which is approximately 245 km from the state capital Gandhinagar and is located on the banks of the Aji and Nyari rivers. Rajkot is also known for its automobile industry and jewelry business. Further Rajkot Municipal Corporation has 3 zonal offices and 18 Ward offices Across the City.

### 1.2 About Rajkot Municipal Corporation

Urban Local Body (ULB) for the Rajkot city was established in 1973 under the name of Rajkot Municipal Corporation (RMC) for provisioning of better citizen services. Rajkot Municipal Corporation (RMC) has made significant strides in its development over the years. As the 4th largest municipal corporation in Gujarat, RMC plays a crucial role in the city's growth and administration., RMC likely manages various civic services and infrastructure projects to cater to the needs of the residents. Municipal corporations like RMC are instrumental in urban planning, sanitation, public health, and overall infrastructure development. They often work closely with local communities and government bodies to ensure the city's progress and welfare.

### 1.3 About Project

Rajkot Municipal Corporation (RMC) would like to establish a robust Local Area Network (LAN) infrastructure at various office buildings. This LAN connects all floors within buildings, facilitating seamless connectivity between departments and ensuring efficient communication and data exchange across the organization. The backbone connectivity utilizes fiber optics, while structured cabling employing CAT 6 cables extends connectivity to nodes on each floor and other interconnected buildings. RMC invites eligible vendors to submit proposals for the supply and laying of LAN cables at various locations of RMC, such as Urban Health Centre, Schools, Zone office buildings, etc. RMC would like to onboard an agency for procurement of LAN cable, laying of cable inside the building / within the building on a rate contract (RC) basis.

### 1.4 Project objectives

Rajkot Municipal Corporation would like to ensure proper laying of CAT 6 cable at a various location covered under Rajkot Municipal Corporation. It provides good network connectivity, minimize the network issue and enable to get smoother routine activity at location.

## 2. Bidder's Eligibility Criteria

The Bidder must possess the requisite experience, strength and capabilities in providing services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity and volume of the work involved, following criteria are prescribed as the Bidder's Eligibility criteria for the Bidder interested in undertaking the project. The Bidder must also possess technical know-how and financial ability that would be required to execute the assignment for 2 years of contractual duration. The bids must be complete in all respect and should cover entire scope of work as stipulated in the bid document. This invitation to bid is open to all Bidders who qualify the eligibility criteria as given below in section 3.1.

### Note:

**For evaluation purpose, following definitions are considered.**

- The completion / implemented project is defined as those projects that have been installed, commissioned, and gone live in last 5 years from the date of publishing of this RFP.
- For Bidder's Pre-qualification Eligibility criteria – the total Project value shall be considered as CAPEX (Capital Expenditure) Cost + OPEX Cost (Operation & Maintenance) Cost .

## 2.1 Pre-Qualification Criteria (PQ)

Sr. No.	Description	Eligibility Criteria	Documentary Evidence
1.	Legal Entity	The Bidder should be registered under the Companies Act 1956/2013 and subsequent amendments thereto and should be in operation in India for a period of at least 7 years from the date of publishing of this RFP.	<ul style="list-style-type: none"> <li>• Copy of certification of incorporation issued by competent authority.</li> <li>• Copy of PAN card.</li> <li>• Copy of GST registration Certificate.</li> <li>• Copy of ESIC registration certificate.</li> </ul>
2.	Financial Capability	The Bidder should have minimum average annual turnover of INR 10 lacs in last three financial years (i.e., FY 2021-22, 2022-23, 2023-24).	<ul style="list-style-type: none"> <li>• Copy of the audited profit and loss financial statements.</li> <li>• Certificate from the statutory auditor / CA clearly specifying the average annual turnover for the specified years from Network Cable laying business.</li> <li>• The Original / Notarized copy of the certificate should be submitted.</li> </ul>
3.	Financial Capability	The Bidder should have a positive net worth, as on 31 <sup>st</sup> March 2024.	<ul style="list-style-type: none"> <li>• Certificate from the statutory auditor / CA clearly specifying the net-worth for the specified years.</li> <li>• The Original / Notarized copy of the certificate should be submitted.</li> </ul>

4.	Bidder's Experience_1	<p>The Bidder should have implemented at least two project of supplying and laying CAT6 Cable of value not less than 3 lakhs in past 3 years from the date of issuance of this RFP for any Govt. clients (ULB/State Govt. / Central Govt. / PSU)</p> <p>Note: Ongoing projects shall not be considered for the purpose of evaluation.</p>	<ul style="list-style-type: none"> <li>• Copy of completion / Go Live certificate issued by client.</li> <li>• Copy of Work order clearly highlighting scope of work, Bill of Material, and value of contract / order.</li> <li>• Copy of contract agreement with client.</li> <li>• Project Citation on Bidder's letterhead as per format attached.</li> </ul>
5.	Mandatory Undertakings	<p>The Bidder:</p> <p>Should not have been blacklisted or debarred by any Urban Health Centre and Schools Government / Any State Government / Smart City SPV / PSU/ Supreme Court of India/Any Government Agency in India as on the date of bid submission.</p> <p>Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</p> <p>Not have their directors and officers convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified.</p>	<p>Self-declaration by the Bidder, duly signed by the authorized signatory on non-judicial stamp paper of INR 300.</p> <p>Note: Original or Notarized copy of self-declaration should be submitted.</p>

**Note:**

- Consortium is not allowed to participate in this bid.
- The Bidder must attach valid documents in support to their Pre-Qualification as mentioned above. Without proper supporting documents, the bid proposals are liable to be rejected. The Pre-qualification proposal should be submitted in hard copy with soft version (searchable copy) stored in pen drive.
- For all cited projects under Bidder's experience criteria; the Bidders shall have to submit work order / contract agreement, go-live / completion certificate, etc. Sub-contracted projects by Bidder will be considered for the purpose of the evaluation.
- RMC reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical evaluation criteria.
- RMC may invite each Bidder to make a presentation on their proposal. Further, authorities may request written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents.
- The Bidder is requested to submit a notarized copy of all the documentary evidence.

Deputy Municipal Commissioner  
Rajkot Municipal Corporation

Seal of Bidder

Signature of Bidder

## 2.2 Evaluation of Bid

## 2.3 Bid Submission

### Financial Bid

The financial bid must be submitted online on <https://tender.nprocure.com>. It should not be sent physically, if submitted physically the bid shall be rejected.

### Qualification Bid

- The Qualification must be submitted in hard copy to Rajkot Municipal Corporation, strictly by Postal Speed Post or Registered Post only. Documents received in any other manner or mode (like email) / by hand will not be considered.
  - Envelope 1: RFP Document fee (original DD) & Bid Security/Earnest Money Deposit (EMD) (original DD/BG)
  - Envelope 2: Eligibility documents for Pre-Qualification criterion with all annexures described in RFP along with the soft copy of all the documents (Searchable PDF)
  -
- Envelopes should be packaged all together in big envelope with tender number.
- Bidder must submit soft copy (Searchable PDF) of all the documentary evidence along with the hard copy in Pen Drive. This pen drive must be placed in Envelope of Qualification details and No sensitive information should be available in Pen Drive. Only Soft copy of the bid should be there in Pen Drive.

## 2.4 Bid Evaluation Process

## 2.5 Stage 1: Pre-Qualification Evaluation

- Rajkot Municipal Corporation shall validate the - "RFP Document fee & Bid Security/Earnest Money Deposit (EMD)".
- Rajkot Municipal Corporation shall open the bid and check the Bidder's eligibility as per the "Pre-Qualification Criteria". Each of the Pre-Qualification condition mentioned in above Section is MANDATORY. In case, the Bidder does not meet any one of the conditions, the Bidder shall be disqualified.
- Technical and Financial bids for those Bidders who don't pre-qualify will not be opened.

## 2.6 Stage 2 Financial bid Evaluation

- All the qualified Bidders will be notified to participate in Commercial Bid opening process.
- The commercial bids for the technically qualified Bidders shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- Commercial bids that are not as per the format provided in Section 10 shall be liable for rejection.
- The bid price shall include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- For the purpose of calculation of the commercial quotation, the amount quoted without GST shall be considered.

## 2.7 Stage 3 Final Bid Evaluation

- The Bidder with **least quoted price (L1)** shall be declared as a winning bidder and shall be awarded with the contract. Selection method for determination of winning bidder shall be least cost based selection (LCBS / L1). To arrive at a least price (L1), cost quoted without GST shall be considered for the purpose of evaluation.
- In case of a tie where two or more Bidders achieve the same commercial quotation, the Bidder, who has executed higher number of projects shall be declared as a winning Bidder. RMC shall seek additional documents, in case of tie to arrive at the winning Bidder.
- Winning Bidder shall be invited for the negotiation by the authority. Post the negotiation, LOI shall be awarded to the winning Bidder and in response to which, winning Bidder shall have to submit their acceptance on the same. Bidder shall also initiate the process pertaining to the submission of PBG.
- If the winning Bidder fails to submit the Performance Bank Guarantee (PBG) and align the agreement as per the timelines defined in this RFP, Bidder with second highest techno commercial score shall be invited for negotiations. Final decision of awarding the project to second ranked Bidder will depend upon the mutually agreed price between both the parties (Bidder and Authority).

## 2.8 Rights to Accept / Reject any or all Proposal.

Rajkot Municipal Corporation reserves the right to accept or reject any proposal, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Rajkot Municipal Corporation's action.

## 2.9 Notifications of Award and Signing of Contract

- 1 Prior to the expiration of the period of proposal validity, the Bidders will be notified in writing through email that its proposal has been accepted.
- 2 Rajkot Municipal Corporation shall facilitate signing of the contract within the period of 15 days of the notification of award. However, it is to be noted that the date of commencement of the project and all contractual obligations shall commence from the date of issuance of Work Order.
- 3 The notification of award via Letter of Intent (LoI) will constitute the formation of the Contract. Upon the Bidder's executing the contract with Rajkot Municipal Corporation, it will promptly notify each unsuccessful Bidder and return their EMDs.
- 4 At the time Rajkot Municipal Corporation notifies the successful Bidder that its bid has been accepted, Rajkot Municipal Corporation will send the Bidders the Pro forma for Contract, incorporating all clauses/agreements between the parties. Within 15 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to Rajkot Municipal Corporation.

### Note

1. Any conditional bid would be rejected.
2. Errors & Rectification: Arithmetical errors will be rectified on the following basis: a. "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected."
3. If there is a discrepancy between words and figures, the amount in words will prevail.
4. If the Bidder does not accept the error correction, its Bid will be rejected and EMD may be forfeited.
5. Bidder must attach valid documents in support to their Pre-Qualification and Financial, Technical capabilities / strength as mentioned above. Without proper supporting documents, the Bid proposals are liable to be rejected.
6. Kindly note that the executed / estimated quantity provided in the RFP would be used for evaluation purposes; however, the payment would be done on actual usage basis.



## 4 Scope of Work

RMC would like to onboard an agency for supply, installation and commissioning of CAT 6 cable within the RMC locations, which includes Urban Health Centers (UHC), RMC schools, ward offices, community hall, other RMC offices / premises etc. The mentioned list is not exhaustive in nature and RMC may request the Bidder to carry out the necessary work at any of the RMC / subsidiary owned locations.

Brief scope of work for the assignment:

- Supply of LAN / CAT 6 cable
- Supply, installation and commissioning of In-building ducting / piping / casing capping for installation of the LAN cable. This includes PVC pipe, flexible pipe, coupler, saddle, casing capping or other similar material required for the same.
- Laying of cable in IBD material (stated above)
- Termination of cable at both the ends, that includes crimping of LAN cable in standard RJ 45 connector, test the LAN cable and ensure the service is commissioned to the purpose for which the cable was being installed.
- Bidder may be required to install cable in concealed ducting and in accordance with the same, concealed cabling is required to be undertaken.
- Bidder shall also have to install OFC/Power Cable/Cat 6 cable in indoor / outdoor

### Site Survey Scope

- Bidder is required to carry out the survey at Rajkot Municipal Corporation offices to understand the requirement for the internal cabling.
- Bidder needs to provide the estimated quantity of the CAT 6 cable laying work, after the survey work is undertaken.

### General condition for scope of work

- **The work is a two-year rate contract.** In line with this, Bidder needs to provide material and service both at the same quoted rate for the period of 2 years from the date of issuance of the work order.
- The Bidder should work diligently, and all work should be completed with proper workmanship manner. The bidder should use good quality of material and approved by the competent authority. The decision of the authority to increase the speed of work shall be considered as final and if the speed or speed of work is not increased despite giving written and verbal instructions and notices, the RMC shall have the right to terminate the contract.
- During the execution of the project, if there are any damage(s) to the light / telephone line / property of any private / government client due to the reason for which Bidder is liable, the bidder should take immediate action to restore the same and in case of no action within the stipulated period of time, necessary amount to incur the loss shall be recovered from the consequent invoice(s) of the Bidder, that also includes revoke amount from the PBG.
- The bidder shall be fully responsible for any injury caused to their resource(s) and arrange for compensation. Rajkot Municipal Corporation is authorized to deduct such amount from the amount agreed to be paid to the tenderers or from the amount payable to the tenderers if the bidder fails to provide adequate compensation for the injury caused to the resources and the workers are compensated by the Rajkot Municipal Corporation.
- The RMC is authorized to bill at such reduced rate with reasonable rate while preparing the final bills, if the standard for the various items of work accepted herein is not accepted as having been completed in accordance with the approved agreement.

- The bidder shall not employ any person below the age of eighteen years. A resource who is prohibited by the RMC from being placed on the work he/she will be not eligible for work.
- The bidder is responsible to start the work post seven days after the receipt of work order. The work must be completed within the period mentioned in the order / as instructed by the authority. In case of default, RMC should be the final decision authority. And if the remaining work costs more than the contract agreement, the RMC can legally recover the additional cost from the bidder and continue the work with the bidder even if the work is not completed within its term and extend its term considering the circumstances. If not, the bidder has to suffer for penalty according to the daily rules.
- The security deposit amount shall be paid within a week after the tender is accepted. If the tendering bidder fails to do so, the earnest money will be forfeited and at the cost and risk of that bidder re-tender application will be arrange for or other bidder's prices will be approved.
- The amount given as security deposit will be returned three months after the completion of the work and after the final bill is raised by the bidder, but if any work is found to be damaged then the work should be corrected by the bidder, if it fails to do so, the repairs shall be made at the cost and risk of the RMC and the cost thereof shall be deducted from the amount of the security deposit. The principal deposit of the contract will be returned three months after the completion of the contract.
- The bidder himself or a responsible person on his behalf shall be present at the work.
- If there is any damage to the property of any organization's employee/s during the ongoing work, in such cases bidder shall be responsible for the same. Any damage amount shall be liable by the bidder. If the bidder fails to pay such compensation etc. amount will be deducted from his outstanding bills or security deposit.
- If any part of this work order is not satisfactorily completed by the bidder, the RMC may give to bidder 10 days' notice to correct the work. After the expiry of the period, the RMC shall undertake the work at the cost and risk of the bidder and shall be able to recover the cost from the bidder.
- If the bidder fails to complete the work within stipulated period of time, penalty shall be levied as specified in the RFP. If the reason was beyond the control of the Bidder, RMC may consider the same.
- If the Bidder has not completed any item in this work satisfactorily as per the specification, the Rajkot Municipal Corporation may make such "reduce rate" as may be deemed fit and the bidder has to accept for the same.
- The bidder is responsible for providing skilled labor(s), i.e., material (machine, tools, ladders, or scaffolding) etc. required for the work. The bidder has to arrange supervisor to for monitoring the proper work. The bidder shall arrange drinking water for the resources.
- The site shall have to be properly cleaned by the bidder within 24 hours after the work is completed at respective location, if the site is not cleaned within that time, then bidder is responsible for the same and penalty may be imposed against the same.
- The goods used in every work shall be used after getting approved by the RMC.
- Any delivered material should be used after the verification and approval by RMC.
- If any material and/or work is rejected, then the bidder is responsible to remove the material and rework as per the specification / instructions.
- In case any misunderstanding arises in future regarding the price mentioned in the price bid, the decision of the competent engineer/supervisor from Rajkot Municipal Corporation shall be considered as a final.
- The bidder whose price is approved shall submit the contract on stamp paper of fixed amount as per the existing rules of RMC. The contract will be valid for a minimum period of two years and the

bidder is having licenses throughout this period. If the license is cancelled during this time, the contract will be cancelled.

- RMC may request Bidder to extend the contract for additional 1 year and rates shall be finalized on mutual consent. However, this shall be at the sole discretion of RMC.
- The bidder is responsible for the work at RMC defined locations across the city for two years contract.
- The bidder is responsible for any repairing work and shall be done within the time limit.
- This contract is for two years, i.e. the work order can be given within two years from the date of agreement of the contract, and the contract has to be executed till the expiry of this work order. That is, if a work order is given for a work on the last day of the contract and the time limit for that work is two months, then the work order should be completed at the contract price.
- Generally, under this contract, the work will be done within the Rajkot Municipal Corporation limits. However, if the works are to be carried out at a place where there is a building, pumping station or any other type of property/asset of the RMC which is more than 14 KMs away from the limit of the RMC, At this instant RMC shall decide for any deviation in rate.
- This contract can be cancelled by giving one month's notice by RMC.
- The bidder is responsible to provide guarantee/warranty of goods materials provided by that company at the time of initial of contract.
- The price mentioned in the tender should be inclusive of all taxes, duties, and all transportation, loading unloading of the work to the site or to the place recommended by the Rajkot Municipal Corporation.
- RMC may assign work in any manner. (Example – Entire scope (including cable procurement, supply, installation and commissioning of in-building piping and laying of cable in laid pipeline), Only CAT6 cable procurement, Only cable laying or any other similar combination from the BoQ of this project).

#### **Technical Capabilities and Requirement specification:**

- The bidder should follow the below guideline for laying of cable in RMC premises.
- **Termination of CAT6 Cable:** The bidder (presumably a contractor or service provider) needs to terminate CAT6 cables at the repeaters or network switches. This involves connecting the CAT6 cables to the equipment (repeaters or switches) to ensure smooth connectivity throughout the premises.
- **Supply and Installation of RJ45 Connectors:** The bidder is required to provide RJ45 connectors and crimp them onto the ends of the CAT6 cables. This step is essential for connecting devices (like computers, printers, etc.) to the network via the network switches installed at various locations in the premises.
- **Concealing Cables in Concrete/Wall:** The CAT6 cables need to be concealed (wherever there is any specific requirement) within concrete or walls. This process involves making appropriate conduits or channels within the concrete or walls to hide and protect the cables, ensuring good cable laying work.
- **Drilling Holes for Cable Passage:** Where necessary, holes will need to be drilled to pass the CAT6 cables through walls or other structures. This is to facilitate routing of the cables from one location to another while maintaining the integrity of the building structure.
- **Installation of PVC Conduit:** Standard make PVC conduits are to be provided and fixed to route the CAT6 cables. Conduits are used to protect cables and provide a clear pathway, minimizing the risk of damage and facilitating future maintenance or upgrades.

### **Scope of work for laying of CAT6 cable**

- LAN Network setup should be planned for high-speed connectivity, with non-blocking design, can handle congestion of traffic and manage the bandwidth available during peak load.
- The network equipment shall be highly reliable providing 99.99% uptime and ensuring availability of the network of 99.99%. The reliability should be provided at the levels including cabling infrastructure, active components, on link level, redundant cabling.
- Bidder to ensure proper numbering of LAN points along with numbering at junction boxes. Bidder should carry out proper tagging at both the ends and appropriate usage of cable tie should also be done.
- The Bidder to ensure the availability of network availability at the time of network cable laying.
- The bidder to ensure laying of / Cat 6 cables through conduit / buttons/ flexible pipes, preliminary testing and numbered ferruling, fixing of face plate with information. outlet / key stone jack (I/O). Fixing of LAN cable at patch panel, and numbering of face plate, numbering of patch panel.
- The bidder to submit document of layout drawing with numbering for each location. after completion of laying work.
- The supplier/bidder shall submit the data sheets for the CAT6 Cable with detailing the specifications of the equipment.

Deputy Municipal Commissioner  
Rajkot Municipal Corporation

## 5 Project Timelines and Payment Terms

Project duration is considered as 2 years from the date of issuance of the work

order. T = Date of issuance of Work Order

T1 = Team mobilization / deployment period = T+7 days

Bidder shall have to complete the work within 2 weeks of sharing any requirement for LAN cabling, which is of less than 1000 meters and in case of greater than 1000 meters, bidder shall have to complete the work within 3 weeks of submission of the request.

Bidder may claim 100% of the amount, as per the actual measurement after the completion of work on a quarterly basis and RMC shall make all the efforts to make the payment within 45 days of receipt of the invoice. (Example – Bidder shall put their invoice on 1<sup>st</sup> April for the work undertaken between 1<sup>st</sup> January to 31<sup>st</sup> March)

### Note:

Bidder shall have to submit laying of CAT 6 cable site survey results prior to the submission of an invoice in this regard.

### Penalty terms:

Bidder shall have to complete the work within the stipulated period of time, as mentioned in the above section. However, in case the work is not completed within the mentioned timeline, 5% per week of the total cost of assigned work shall be levied as a penalty for delay in completion of work. The total penalty shall be capped at 10% of the overall work order value. If the penalty has reached to 10% of overall work order value, RMC reserves the right to terminate the project and invoke the performance bank guarantee of the implementation agency.

Further, if the work is not undertaken by the implementation agency for any reason whatsoever and in case of the immediate requirement, if RMC gets that executed from other empaneled agency, the amount pertaining to the particular assignment's service cost shall be levied as a penalty from the consequent invoice of the implementation agency.

### 5.1 Miscellaneous

#### a) Currency of payment

All payments shall be made in Indian rupees (INR).

#### b) Mode of Billing and Payments

- i. The Bidder shall submit the proforma invoice along with the actual work undertaken against the respective milestone / time period.
- ii. If the progress is not satisfactory and according to the agreed work program/schedule the payment may be withheld until such times the Bidder rectifies the required shortfall.
- iii. The Bidders shall thereupon promptly make any necessary corrections, and upon completion of such correction, the foregoing process shall be repeated.

c) All payments under this contract shall be made to the accounts of the Bidders with the Bidders Banker.

**d) Suspension of payments**

RMC may at any time during the term of the Contract, issue a written notice of suspension and suspend all payments to the qualified Bidder under the Contract, if the qualified Bidder fails to perform any or all of their obligations under this Contract. The RMC shall, prior to the suspension of the payments, request the qualified Bidder to remedy such failure within a period of 10 days from the date of issue of such notice of suspension. The notice of suspension shall specify the nature of the failure. In the event the Bidder does not rectify the failure within the specified time prescribed, the RMC shall have the right to terminate the Contract.

## 5.2 Bill of Quantity

### Project Cost

Sr no.	Particular	UOM	Qty (A)	Fixed rate for Year 1 (B)	Fixed Rate for Year 2 (C)	GST in (%) (D)	Total Amount (E=(A*(B+C)) * (D+100) %)
1	Supply of CAT 6 Cable	Mtr	5,000				
2	Supply, laying, installation of In-building ducting (Medium class rigid PVC pipe, flexible conduit / pipe, Casing capping, coupler, saddle etc.)	Mtr	5,000				
2	Laying of CAT 6 Cable in IBD ducting (including in concealed network)	Mtr	5,000				
3	Fixing of IO with Surface Mount Box	Nos.	500				
4	CAT6 Patch Cord 1 Mtr	Nos.	100				
5	CAT6 Patch Cord 2 Mtr	Nos.	50				
6	RJ45 Connector	Nos.	500				
7	Laying of Fiber (Indoor)	Nos	1000				
8	Laying of Fiber (Outdoor)	Nos	1000				

#### Note:

Bidder is requested to consider all the expense pertaining to the line item against which the quotation is requested from the Bidder. This includes but not limited to transportation, vehicle, survey, drilling, follow-up and coordination with concerned zone officials, manpower, travelling, lodging and boarding cost etc. Please note that no additional payment for any of the other activities shall be paid to the winning Bidder.

Deputy Municipal Commissioner  
Rajkot Municipal Corporation

## **6 Instructions to the Bidders**

### **6.1 Instructions to the Bidders**

Bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully.

- Every page of the proposal should necessarily be numbered and signed with seal.
- The Bidder should not tamper the templates, and file types. If any additional information should be provided in a separate sheet where required.
- Submission of bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications.
- The response to this Bid Document should be full and complete in all respects. Failure to furnish all information required by the Bid Documents or submission of a proposal not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and may result in rejection of its Proposal.
- Additionally, proposals of only those Bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by Rajkot Municipal Corporation.
- Any past projects where the Bidder executed other works in addition to what is asked in Pre-Qualification Criteria in a single order, the Bidder should consider only the value of asked project part and highlight only those components.
- RMC may request Bidder(s) to submit their justification / additional documentary evidence during the evaluation of the bid to ascertain their qualification. However, RMC may not ask for any justification during the bid evaluation phase at its own discretion.

### **7.2 Purpose of Bid Document**

The purpose of this tender is to select Bidder to carry out Cat 6 Cable laying work at Rajkot Municipal Corporation for two years rate contract.

The term "Bidder" means the bidding entity for this project. The way the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

### **7.3 Proposal Preparation Cost**

The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Rajkot Municipal Corporation to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. The department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

This Bid Document does not commit the Rajkot Municipal Corporation to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award.



All materials submitted by the Bidder shall become the property of Rajkot Municipal Corporation and may be returned at its sole discretion.

#### 7.4 Queries (Online)

A prospective Bidder requiring any clarification on the RFP Document may submit the queries, via email, till 12 PM of 07th Aug 2024.

Bidders' request for clarification			
Name of the Organization submitting request			
Address of the Organization submitting request			
Name and Position of the person submitting request			
Contact Details of Authorized Representative of the organization			
Sr. No.	RFP Document Reference (Section No., Page No.)	Content of the RFP requiring clarification	Clarification Sought

Queries submitted post the above-mentioned deadline or which do not adhere to the above mentioned format may not be considered.

Bidders are requested to send their list of queries through an email communication on [directorit@rmc.gov.in](mailto:directorit@rmc.gov.in). Queries to be submitted in excel file only.

Deputy Municipal Commissioner  
Rajkot Municipal Corporation

## 7.5 Amendment of RFP document

At any time before the deadline for submission of bids, the Rajkot Municipal Corporation, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment.

The Bidders are advised to visit the, <https://tender.nprocure.com> on regular basis for checking necessary updates. Rajkot Municipal Corporation also reserves the rights to amend the dates mentioned in this RFP for bid process.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Rajkot Municipal Corporation may, at its discretion, extend the last date for the receipt of Bids.

## 7.6 RMC's rights to terminate the selection process

Rajkot Municipal Corporation may terminate the RFP process at any time and without assigning any reason thereof. Rajkot Municipal Corporation makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This RFP does not constitute an offer by Rajkot Municipal Corporation.

The Bidder's participation in this process may result in Rajkot Municipal Corporation selecting the Bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the Rajkot Municipal Corporation to execute a contract or to continue negotiations. Rajkot Municipal Corporation may terminate negotiations at any time without assigning any reason.

## 7.7 Bid Fee and Earnest Money Deposit (EMD)

- The Bidder should pay non-refundable Bid Fee of Rs. 600 /- (Rupees Six Hundred Only) in favor of "Rajkot Municipal Corporation" payable at Rajkot, from Nationalized or Scheduled Banks except Co-operative Banks, payable at Rajkot. The Bid fees shall be in the form of a Demand Draft / Banker's Cheque.
- The bidder whose price is approved should sign the contract on the stamp paper as per the rules and deposit a security deposit of Rs. 1,00,000/- of F.D.R. Or bank guarantee has to be given for 24 months.
- The Bidder should also pay bid security Earnest Money Deposit (EMD) of Rs. 15,000 /- (Rupees Fifteen Thousand only) in favor of "Rajkot Municipal Corporation" from Nationalized or Scheduled Banks except Co-operative Banks, payable at Rajkot. The EMD shall be in the form of DD or BG with validity of 180 days beyond the original validity period for the bid.
- No interest will be payable by the Rajkot Municipal Corporation on the Earnest Money Deposit (EMD).
- In case bid is submitted without EMD or Bid fees as mentioned above then Rajkot Municipal Corporation reserves the right to reject the bid without providing opportunity for any further correspondence to the Bidder concerned.
- The EMD of unsuccessful Bidders will be returned by the Authority, without any Interest, as

promptly as possible on acceptance of the Proposal of the Selected Bidder or when the Authority cancels the Bidding Process.

- The Selected Bidder's EMD will be returned, without any interest, upon the Selected Bidder signing the Agreement and furnishing the Security Deposit / Performance Guarantee in accordance with the provision thereof.
- The decision of Rajkot Municipal Corporation regarding forfeiture of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstances.
- The EMD may be forfeited.
  - If a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or
  - In the case of a successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time
  - During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
  - During the bid process, if any information found wrong / manipulated / hidden in the bid.

## 7.8 Right to reject any proposal

Notwithstanding anything contained in this RFP, Rajkot Municipal Corporation reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons, therefore.

Besides other conditions and terms highlighted in the Tender Document, bids may be rejected under following circumstances:

### **General Rejection criteria:**

- Conditional Bids - If the information provided by the Bidder is found to be partial/ incorrect / misleading / fraudulent at any stage / time during the Tendering Process
- Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decision(s).
- Bids received after the prescribed time & date for receipt of bids
- Bids without signature of person (s) duly authorized on required pages of the bid
- Bids without power of attorney/ board resolution or its certified true copy.

### **Technical Rejection criteria**

- Bid not sealed and packaged in envelope as asked in RFP.
- Bidders not complying with the Eligibility Criteria given in this Tender.
- Technical Bid containing commercial details.
- Revelation of Prices in any form or by any reason before opening the Commercial Bid
- Failure to furnish all information required by the Tender Document or submission of a Bid not substantially responsive to the Tender Document in every aspect.
- Bidders not quoting for the complete scope of work as indicated in the Tender Documents, addendum / corrigendum (if any) and any subsequent information given to the Bidder
- Bidders not complying with the Technical and General Terms and conditions as stated in the

#### Tender Documents

- The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the scope of work and Service Level Agreements of this Tender

#### Commercial Rejection Criteria

- Incomplete price Bid
- Price Bids that do not conform to the Tender's price bid format
- Total price quoted by the Bidder does not include all statutory taxes and levies applicable
- If there is an arithmetic discrepancy in the commercial Bid calculations the Technical Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its Bid may be rejected.
- Misrepresentation/ improper response by the Bidder may lead to the disqualification. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified / rejected, then Rajkot Municipal Corporation reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of Rajkot Municipal Corporation, including annulment of the Selection Process.

### 7.9 Sealing, Marking and Submission of Technical Bid

**The price bid must be submitted online on <https://tender.nprocure.com>.** It should not be sent physically, if submitted physically the bid shall be rejected.

Bidders are required to submit their technical bid in both soft and hard copy. Bidders are requested to upload a searchable soft copy on <https://tender.nprocure.com> and physical copy (Along with one additional searchable soft copy (in pen drive / HDD) in separate sealed envelopes as per instructions given below:

: Pre-Qualification documents, Bid Fees and EMD with complete details as mentioned in RFP.

Each Bidder shall submit only one proposal containing documents as below.

- Original DD/BG of the Bid fee & EMD
- Technical qualification criteria related documents
- Each page of the above should bear the initials of the Applicant along with the seal of the Applicant in token of confirmation of having understood the contents.
- Details of EMD & Tender fee shall be submitted in electronic format (by scanning) while uploading the bid. This submission shall mean that EMD & tender fees are received for purpose of opening the bid. Accordingly, offer/ tenders of those Bidders whose EMD & tender fee is received electronically, shall be opened. However, for the purpose of realization of EMD and Tender fee, Bidder shall send the EMD as well as Tender fee in required format in original through RPAD/ Speed Post so as to reach to registered office of Rajkot Municipal Corporation. Punitive action shall be initiated for non-submission of EMD & Tender fees in original to registered office by Bidder including abeyance of registration and cancellation of E-tendering code for one year.
- Proposal should be signed by an authorized person of the Bidder. It should be submitted

alongwith a certified true copy of a board resolution/power of attorney empowering authorized signatory to sign/act/execute documents binding the Bidder to the terms and conditions detailed in this proposal.

- Entire tender document should also be submitted along with the bid with sign and stamp of the Bidder on each page of the document.
- Tenders by partnership firm must be signed by all partners. The full name and addresses of all the partners shall be furnished. The tenders by Corporation/ Companies must be signed with the legal name of the Corporation/ Company by the president/ or by the secretary or other person or persons legally authorized to bind the Corporation/ Company in the matter
- Proposals must be direct, concise, and complete. Rajkot Municipal Corporation will evaluate Bidder's proposal based on its clarity and completeness of its response to the requirements of the project as outlined in this RFP. Rajkot Municipal Corporation reserves the right to accept or reject any or all the proposals without assigning any reason.
- Following documents shall only be submitted in HARD COPY to Rajkot Municipal Corporation, Rajkot by all Bidders.
  - Earnest Money Deposit as mentioned in the tender
  - Tender Fees as mentioned in the tender
  - Affidavit on Non-Judicial Stamp Paper of Rs. 100/-

Note: The EMD and the tender fee details should match the Details of the Original EMD and the Tender Fee DD/BG, failing which the bid shall be out rightly rejected.

The large envelope must be sealed and super scribed containing above documents and shall be sent as under:

<b>Details to be mentioned exactly on sealed envelop</b>	
<b>Tender Details</b> <b>Notice No.:</b> <b>Tender Name</b> <b>Last date of Submission:</b>	To, Director – IT, Rajkot Municipal Corporation, Rajkot Municipal Corporation Central Zone, 2nd floor, IT Department, Dhebar Road, Rajkot – 360001

The Bid must be sent strictly by Postal Speed Post or Registered Post AD by the representative of the Bidder to Rajkot Municipal Corporation. Documents received in any other manner or mode (like courier, email etc.) will not be considered. Rajkot Municipal Corporation won't be responsible for any postal delays.

In case Bidder needs any clarification or if training required for participating in online tender, they can contact the following office: -

(n) Code solutions – A division GNFC Ltd.

403, GNFC Info tower, Bodakdev, Ahmedabad – 380 054, Gujarat (India)

Tel: +91 26857316/17/18 Fax: + 91 79 26857321

E-mail: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net) Website: [www.nprocure.com](http://www.nprocure.com)

Toll Free: 1800-233-1010 (Ext. 501 & 512)

For further particulars contact above office/ or visit on following websites: [www.nprocure.com](http://www.nprocure.com)

### **7.10 Late Bids**

The Bids received after the due date and the specified time (including the extended period if any) shall not be entertained. The Bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter. RMC shall not be responsible for any delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained. RMC reserves the right to modify and amend any of the above-stipulated condition/Criteria depending upon project priorities vis-à-vis urgent commitments.

For the online bid submission, it is advised that the SI takes all necessary precaution for the same, including submitting the Bid well in advance to avoid any last-minute hassles, ensuring that the names/ formats of the files to be uploaded are as per the e-tendering portal requirements, using the prescribed browser for upload etc. RMC shall not entertain any bids which could not be uploaded or uploaded properly in the portal for whatsoever reasons.

### **7.11 General Instructions**

#### **Language of Bids**

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and Rajkot Municipal Corporation, shall be written in English language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

If any supporting documents submitted are in any language other than English, Notarized copy of the translation of the same in English language shall be submitted by the Bidder.

#### **Concessions permissible under statutes**

Bidder, while quoting against this tender, must take cognizance of all concessions permissible, if any, under the statutes and ensure the same is passed on to Rajkot Municipal Corporation, failing which it will have to bear extra cost. In case Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. Rajkot Municipal Corporation will not take responsibility towards this. However, RMC may provide necessary assistance, wherever possible, in this regard.

#### **Bid Validity**

The proposal should be valid for acceptance for a minimum period of 180 days from the Bid Opening Date (the "Proposal Validity Period"). If required, Authority may request the Bidder to have it extended for a further period. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will not be required or permitted to modify his Proposal but will be required to extend the validity of EMD for the period of the extension, and in compliance with section 8.8 in all respects.

#### **Taxes**

The Prices mentioned in the Price Bid should include all applicable taxes & duties as applicable.

## **GST**

GST (Goods & Service Tax) has come in existence from 1st July, 2017. Contractor/Successful Bidder is bound to pay any amount GST prescribed by the Govt. of India as per the terms of Contract agreed upon during the course of execution of this Contract.

During the course of execution of Contract, if there is any change in Rate of GST (Goods & Service Tax) by the Government, the same shall be reimbursed/recovered separately by Rajkot Municipal Corporation, subject to the submission of Original Receipt/Proof for the amounts actually remitted by the Successful Tendered/Contractor to the Competent Authority along with a Certificate from Chartered Accountant of Contractor/Successful Bidder certifying that the amount of GST paid to the Government and the same shall be intimated/submitted/claimed within 30 (Thirty) Days from the date of payment. Remittance of GST within stipulated period shall be the sole responsibility of the Successful Bidder/contractor, failing which, Rajkot Municipal Corporation may recover the amount due, from any other payable dues with Rajkot Municipal Corporation and decision of Rajkot Municipal Corporation shall be final and binding on the Contractor/Successful Bidder in this regard. Further the non-payment of GST to the Government may lead to the termination of contract and forfeiture of Security Deposit/Performance Guarantee Amount.

If imposition of any other new Taxes/Duties/Levies/Cess or any other incidentals etc. or any increase in the existing Taxes/Duties/Levies/Cess or any other incidentals etc. (excluding GST) are imposed during the course of the contract, the same shall be borne by the Contractor/Successful Bidder Only, in no case Rajkot Municipal Corporation shall be liable for the same.

## **Firm Prices and Bid Currency**

Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. Prices shall be expressed in Indian Rupees (INR) only.

## **Right to vary the scope of the work at the time of award**

Rajkot Municipal Corporation reserves its right to make changes to the scope of the work at the time of execution of the resultant Agreement. If any such change causes an increase or decrease in the cost of, or the time required for the SI's performance of any part of the work under the Agreement, whether changed or not changed by the order, an equitable adjustment (if required) shall be made in the Contract Value or time schedule, or both, and the Agreement shall accordingly be amended. RMC also reserves the right to omit one or more than one (1) component / sub-component of the project for the purpose of the execution and accordingly winning Bidder shall be awarded a work order for the remaining component / sub-component only. No claim from the Bidder shall be entertained in this regard.

## **Modification or Withdrawal of Bids**

A Bidder wishing to withdraw its bid shall notify Rajkot Municipal Corporation by e-mail prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by electronic means such as e-mail, but it must be followed by a signed confirmation copy, postmarked at least one day prior the deadline for submission of bids.

The notice of withdrawal shall be addressed to Rajkot Municipal Corporation at the address named in

the bid Data Sheet, bear the Contract name, the <Title> and < bid No.>, and the words “bid Withdrawal Notice.”

Bid withdrawal notices received after the bid submission deadline shall be ignored, and the submitted bid shall be deemed to be a validly submitted bid.

No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the specified bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's EMD.

### **Performance Bank Guarantee**

The successful Bidder shall at his own expense, deposit with department, within 15 days of the notification of award (executed through issuance of the Letter of Intent), an unconditional and irrevocable Performance Bank Guarantee (PBG) from Nationalized or Scheduled Banks except Co-operative Banks in favor of “Rajkot Municipal Corporation” for the due performance and fulfillment of the contract by the Bidder.

The SI shall submit performance guarantee for the entire contractual agreement duration for the amount equivalent to 10% of the Project Value which is unconditional & irrevocable bank guarantee.

All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder.

The successful Bidder shall maintain a valid and binding Performance Guarantee for a period of three months after the expiry of the Contract Period (“Validity Period”) i.e. 3 years.

The Performance Bank Guarantee letter format can be found in the Annexure - III of this document.

The Performance Bank Guarantee may be discharged/ returned by department upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

If the Bidder, fails to furnish the Performance Guarantee, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof.

In the event of the Bidder being unable to service the contract for whatever reason or receive frequent complaints from citizens, Rajkot Municipal Corporation would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Rajkot Municipal Corporation under the Contract in the matter, the proceeds of the PBG shall be payable to Rajkot Municipal Corporation as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. Rajkot Municipal Corporation shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

Rajkot Municipal Corporation shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

### **Work Order/ Purchase Order**

For all installations to be carried out in the Rajkot Municipal Corporation under this contract, the contract will be signed with Rajkot Municipal Corporation, and the work order will be issued by the Rajkot Municipal Corporation.



### **Validity Period of the Contract**

Upon selection of the Bidder and the contract is made, the validity of the Bidder contract period would be valid for 3 Years, unless revoked for whatever reasons. If at any stage during the tenure of the period, it comes to the notice of Rajkot Municipal Corporation, directly or through some other complaint, that the Bidder had misinterpreted the facts or submitted any false information or hidden any information, which could have affected the signing of this agreement with the Bidder, this agreement shall stand terminated immediately under intimation to the Bidder.

The contract would be subjected to review at the end of its validity period for renewal. If any need, necessities for such review during the validity period would be considered by Rajkot Municipal Corporation on its merit. RMC, at its own discretion may extend the agreement further for upto 3 years.

### **Price Variation**

During the validity of the contract including the extended period if any, if the Bidder supplied any item included in BoM of this RFP to any other department / organization / individual at a price lower than the price fixed in the contract, the Bidder must voluntarily pass on the price difference with immediate effect.

### **Governing Law**

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Rajkot shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

### **Restriction on Transfer of Agreement**

The Bidder shall not assign or transfer its right in any manner whatsoever under this agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter to the agreement to any third party or any sister-concerned firm within a group either in whole or in any part i.e., partnership/third party interest shall be created.

### **Failure to agree with the Terms & Conditions of the Bid Document/ Contract**

Failure of the Bidder to agree with the Terms & Conditions of the Bid Document/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive Bidder.

### **Terms and Conditions of the Tender**

Bidder is required to refer to the draft Contract Agreement, attached as Annexure-II in this Bid Document, for all the terms and conditions to be adhered by the successful Bidder during Project Implementation and Post implementation period.

Please note that one needs to read the Contract Agreement as a whole document; and the Annexure mentioned there-in may not correspond to the Bid Document Annexure. Please refer to the Interpretation Section of the Draft/Master Service Agreement.

### **Liability**

Except as provided in this Agreement, hereinabove, neither party shall be liable to other party or any other party by virtue of termination of this Agreement for any reason whatsoever for any claim for

loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this Agreement.

### **Sub-contracting**

The Bidder would not be allowed to sub-contract the work, except for the following:

- Transportation and logistics

Sub-contracting of the above scope of work by the bidder shall be allowed only with prior written approval of Authority. However, even if the work is sub-contracted, the sole responsibility of the work shall lie with the lead bidder. SI shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to Authority.

### **Force Majeure**

In the event that any damages to items due to Force Majeure events (such as earthquake, fire, natural calamities, war, act of God etc.) of any kind during Warranty Period and Maintenance Period shall be the liability of Rajkot Municipal Corporation. In such case, Rajkot Municipal Corporation shall request the successful Bidder to repair/replace the damaged unit and reinstall the same. All costs towards the same shall be reimbursed by Rajkot Municipal Corporation to the successful Bidder on mutual understanding.

The Bidder shall not be liable for forfeiture of its Performance Guarantee, imposition of 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. For purposes of this Clause, "Force Majeure" means an event beyond the "reasonable" control of the Bidder, not involving the Bidder's fault or negligence and not foreseeable. Such events may include Acts of God & acts of Government of India in their sovereign capacity.

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, Rajkot Municipal Corporation and the SI shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of the Rajkot Municipal Corporation shall be final and binding on the SI.

### **Conflict of Interest**

A "Conflict of Interest" is any situation that might cause an impartial observer to reasonably question whether Bidder actions are influenced by considerations of your firm's interest at the cost of Government. The Bidder agrees that it shall hold the Rajkot Municipal Corporation's interest paramount, without any consideration for future work, and strictly avoid any Conflict of Interest with other assignments of a similar nature. In the event the Bidder foresees a Conflict of Interest, the Bidder shall notify Rajkot Municipal Corporation forthwith and seek its approval prior to entering into any arrangement with a third party which is likely to create a Conflict of Interest.

Bidders shall not have a conflict of interest that may affect the Selection Process or the scope (the

“Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified.

Rajkot Municipal Corporation requires that the Bidder provides professional, objective, and impartial advice and at all times hold the Rajkot Municipal Corporation’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.

The Bidder shall disclose to Rajkot Municipal Corporation in writing, all actual and potential Conflicts of Interest that exist, arise or may arise (either for the Bidder or its team) during the term of the Agreement as soon as it becomes aware of such a conflict.

### **Resolution of Dispute**

The Rajkot Municipal Corporation and the Bidder 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. If after thirty days from the commencement of such informal negotiations, the Rajkot Municipal Corporation/RMC and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Rajkot Municipal Corporation and the other to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Rajkot. Cost of arbitration shall be borne by each party proportionately. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. The provisions of this clause shall survive termination of this Agreement.

### **Discount**

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

### **Site visit and verification of information**

SIs are encouraged to submit their respective Bids after doing a thorough survey of project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

It shall be deemed that by submitting a Bid, the SI has made a complete and careful examination of the Bidding Documents

- Received all relevant information requested from the Authority
- Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters
- Satisfied itself about all matters, things and information including matters herein above necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder.

- Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire
- Acknowledged that it does not have a Conflict of Interest; and agreed to be bound by the undertakings provided by it under and in terms hereof.

### **Safety Regulation, Accident and Damage**

The SI shall be responsible at his own cost in and relative to performance of the work and SI to observe and to ensure observance by his Sub-selected vendors, agents and servants of the provisions of Safety Code as hereinafter appearing and all fire, Safety and security regulations as may be prescribed by the Owner from time to time and such other Precautions, measures as shall be necessary and shall employ

/ deploy all equipment necessary to protect all works, materials, properties, structures, equipments, installations, communications and facilities whatsoever from damage, loss or other hazard whatsoever (including but not limited to fire and explosion) and shall during construction and other operations minimize the disturbance and inconvenience to the Owner, other SIs, the public and adjoining land and property owners and occupiers, and crops, trees and vegetation and shall indemnify and keep indemnified the One from and against all losses and damages and costs, charges and expenses and penalties, actions, claims, demands and proceedings whatsoever suffered or incurred by or against the Owner, as the case may be, virtue of any loss, alteration, displacement, disturbance or destruction or accident to any works materials, properties, structures, equipments, installations communications and facilities and land and property owners and occupiers and crops, trees and vegetation as aforesaid, with the intent that the SI shall be exclusively responsible for any accident, loss, damage, alteration, displacement, disturbance or destruction as aforesaid resultant directly or indirectly from any breach by the SI of his obligation aforesaid or upon any operation, actor omission of the SI his Sub-selected vendor(s) or agent(s) or servant(s).

The SI's liabilities under Clause (a) and otherwise under the Contract shall remain unimpaired notwithstanding the existence of any storage cum erection or other insurance covering any risk, damage, loss or liability for which the SI is liable to the Owner in terms of the foregoing Sub-Clause or otherwise and / or in respect of which the SI has indemnified the Owner with the intent that notwithstanding the existence of such insurance, the SI shall be and remain fully liable for all liabilities and obligations under the contract and indemnified to the Owner, and the Owner shall not be obliged to seek recourse under such policy(ies) in preference to recourse against the SI or otherwise to exhaust any other remedy in preference to the remedies available to in under the Contract prior written approval of RMC. However, even if the work is sub-contracted / outsourced, the sole responsibility of the work shall lie with the SI. The SI shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to RMC.

### **Ownership and Licenses**

The ownership of all hardware/software developed/customized/ configured/ procured as part of the

project and related documentation for the project would always lie with the RMC. All licenses for software procured related to project have to be in the name of Rajkot Municipal Corporation. The SI will be required to produce the Licenses/ATS/Warranty and other documents from the respective OEMs clearly mentioning the product name, quantity, duration, type of support, etc. The payment for the respective item will be subject to submission of the aforesaid documents to RMC.

**General Clause related to Any SIs/Sub-Selected vendor from a Country which shares a Land Border with India**

- i. Any SI from a country which shares a land border with India will be eligible to bid in this tender only if the SI is registered with the Competent Authority (Registration committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)).
- ii. "SI" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of SIs stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "SI from a country which shares a land border with India" means:
  - a) An entity incorporated, established or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d) An entity whose beneficial owner is situated in such a country; or
  - e) An Indian (or other) agent of such an entity; or
  - f) A natural person who is a citizen of such a country; or
- iv. The beneficial owner for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
    - a) Explanation—
    - b) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company
    - c) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals
  4. Where no natural person is identified under i or ii or iii above, the beneficial owner is the relevant natural person who holds the position of senior managing official

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- vi. The successful SI shall not be allowed to sub-contract works to any selected vendor from a country which shares a land border with India unless such selected vendor is registered with the Competent Authority (Registration committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)).

### **Risk purchase clause**

- i. Purchaser on identifying any material breach of contract by Bidder, shall give Bidder a cure period of 90 days to correct the breach. If Bidder fails to cure the breach in the said time duration and accept its inability to correct, purchaser may terminate the part of the contract that is breached and employ a third party to do the work on behalf of purchaser.
- ii. Bidder shall not be liable for any compensation for the work executed this way. This procurement from a third party will be done at the selected Bidder's (who has failed to perform its obligations & thus defaulted) risk, cost and responsibility. Any incremental cost borne by the Tenderer in procuring such Hardware / Services / Deliverables shall be borne by the selected Bidder (who has failed to perform its obligations & thus defaulted). Any such incremental cost incurred in the procurement of such Hardware / Services / Deliverables from other source will be recovered from the pending due and payable Payments / Security Deposit / Bank Guarantee provided by the selected Bidder (defaulted Bidder) under this scope of this RFP and if the value of the Hardware / Services / Deliverables under risk purchase exceeds the amount of pending payable payments / Security Deposit and / or Bank Guarantee, the same may be recovered, if necessary, by due legal process.
- iii. Bidder shall execute the balance part of work as agreed under the contract.

### **7.12 Termination of Contract**

Termination of Contract - Rajkot Municipal Corporation may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the SI and as it deems fit, terminate the contract either in whole or in part in the following ways.

- Termination by Default: for failing to perform obligations under the Contract of if the quality is not up to the specification or in the event of non-adherence to time schedule.
- Termination for Convenience: Rajkot Municipal Corporation by written notice sent to the SI, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for Rajkot Municipal Corporation's

convenience, the extent to which performance of the SI under the Contract is terminated, and the date upon which such termination becomes effective.

- Termination for Non-Performance: If the SI fails to deliver any or all of the project requirements / operationalization / go-live / performance parameters (PERFORMANCE STANDARDS) of the project within the time frame specified in the contract; or

If the SI fails to perform any other obligation(s) under the contract.

- Termination for Insolvency/NCLT proceedings: The Department may at any time terminate the contract by giving written notice to the SI(s),
  - If the SI(s) becomes bankrupt or otherwise insolvent.
  - If the sole bidder or consortium (prime bidder and/or consortium member) are undergoing any NCLT proceedings

In this event, termination will be without compensation to the SI(s), provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department. SI agrees to handover all requisite data in terms of code, documents, etc. along with requisite to the office of the Rajkot Municipal Corporation identified team in this case.

In the event of termination as per mentioned clause purchaser reserves the right to take suitable action against successful bidder against their default including revoking the PBG and risk purchase clause etc.

Prior to providing a notice of termination to the SI, Rajkot Municipal Corporation shall provide the SI with a written notice of 30 days instructing the SI to cure any breach/ default of the Contract, if Rajkot Municipal Corporation is of the view that the breach may be rectified. On failure of the SI to rectify such breach within 30 days, Rajkot Municipal Corporation may terminate the contract by providing a written notice of 30 days to the SI, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Rajkot Municipal Corporation. In such event the SI shall be liable for penalty/liquidated damages imposed by the Rajkot Municipal Corporation. The performance Guarantee shall be forfeited by the Rajkot Municipal Corporation.

### **Consequences of Termination**

- In the event of termination of this contract, Rajkot Municipal Corporation is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the SI shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to Rajkot Municipal Corporation and/ or succeeding vendor, as may be required, to take over the obligations of the SI in relation to the execution / continued execution of the requirements of this contract.
- In the event of termination of this contract, Rajkot Municipal Corporation shall have ownership over entire volume of delivered & installed software and hardware irrespective payment made to successful SI.
- In the event of the SI being unable to service the contract for whatever reason, Rajkot Municipal Corporation would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to department as compensation for any loss resulting from the SI's failure to complete its obligations under the Contract. Department shall notify the SI in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the SI is in default.
- Rajkot Municipal Corporation shall also be entitled to make recoveries from the SI's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or

misstatement.

- All plans, drawings, specifications, designs, reports, other documents prepared by the Vendor and materials for which part delivery payment is made in the execution of the contract shall become and remain the property of Rajkot Municipal Corporation/ RMC and before termination or expiration of this contract the SI shall deliver all such documents, prepared under this contract along with a detailed inventory thereof, to Rajkot Municipal Corporation/ RMC.

Deputy Municipal Commissioner  
Rajkot Municipal Corporation



## 8 Format for Pre-Qualification / Bidder's eligibility criteria

### 8.1 Checklist for Pre-Qualification documents

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
1.	Bid Fee of Rs.600/- (including GST) by Demand Draft or Banker's Cheque		
2.	EMD of Rs 15,000 /- as per section 7.7		
3.	Pre- Qualification Bid Cover Letter (Form PQ 1)		
4.	Particulars of the Bidders (Form PQ 2)		
5.	Copy of Certificate of Incorporation/Registration Certificate		
6.	Details of Annual Turnover and Net-worth for last three financial years (Form PQ 3)		
7.	Certificate from the Statutory auditor / CA clearly specifying the average annual turnover (of past 3 financial years) and Net-worth for the specified years (Form PQ 4).		
8.	Declaration letter that the firm is not blacklisted by any Central Government / Any State Government / Smart City SPV / PSU/ Supreme Court of India/Any Government Agency in India as on the date of bid submission, in the format given in the RFP (Form PQ 5). In case of consortium, all members to submit.		
9.	Affidavit on Non-judicial Rs 300 stamp paper (Form PQ 6)		
11	Copy of Audited Balance Sheet for last three financial years. In case of consortium, all members to submit.		
12	Copy of GST registration.		
13	Copy of PAN registration.		
14	Copy of work orders and client certificate for Bidder's Eligibility Criteria		
15	Power of attorney / board resolution to the authorized Signatory of the RFP		

**Note:**

- All Pre-qualification bid document(s)/ details should be duly sealed, signed and notarized.

## 8.2 PQ 1: Pre-Qualification and Technical Bid Cover Letter

<<To be printed on lead Bidder company's letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To,  
Director (IT) ,  
2<sup>nd</sup> Floor, RMC Central Zone office,  
Dhebar Road,  
Rajkot 360001, Gujarat, India.

**Subject:** Selection of Agency for new LAN (CAT6) Cable laying Work at Rajkot Municipal Corporation buildings at Rajkot city

**Reference:** Tender No :<No> Dated<DD/MM/YYYY>

Dear Sir/ Madam,

Having examined the Bid Document (and the clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Bid Document for the Selection of Agency for new LAN (CAT6) Cable laying Work at Rajkot Municipal Corporation buildings at Rajkot city (Retender)". We attach hereto our responses to Pre-Qualification, Technical-Qualification & Commercial proposals as required by the Bid Document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to Rajkot Municipal Corporation, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead RMC in its shortlisting process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid Document (& subsequent clarification / addendum & corrigendum, if any) document and also agree to abide by this tender response for a period of 180 days from the Bid Opening date. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the Bid Document.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

### 8.3 PQ 2: Bidder Information Format

<<To be printed on lead Bidder company's letterhead and signed by Authorized signatory>>

To whomsoever it may concern,

#### **Bidder information Format**

Please find below the details of Bidder for participation in "Selection of Agency for new LAN (CAT6) Cable laying Work at Rajkot Municipal Corporation buildings at Rajkot city (Retender)

" tender:

#	Particulars	Prime/Lead Bidder
1	Name of the organization	
2	Type of Organization (Pvt. Ltd/ Public Limited)	
3	Country of registered Office	
4	Address of Registered office	
5	Company Registration Details	
6	Date of Registration	
7	PAN No.	
8	GST Registration No.	
10	Address of Registered office in India	
11	No of years of operations in India	
12	Authorized Signatory Name	
13	Authorized Signatory Designation	
14	Authorized Signatory Contact Details	
15	Authorized Signatory Email ID	

Yours Sincerely,

---

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

**Note:** To be submitted with any other supporting details specified as Documentary evidence.

## 8.4 PQ 3: Bidder's Annual turnover over last 3 financial years

<<To be printed on Bidder company's letterhead and signed by Authorized signatory. In case of Consortium all members are required to submit>>

Date: dd/mm/yyyy

To  
Director (IT) ,  
2<sup>nd</sup> Floor, RMC Central Zone office,  
Dhebar Road,  
Rajkot 360001, Gujarat, India.

**Subject:** Selection of Agency for new LAN (CAT6) Cable laying Work at Rajkot Municipal Corporation buildings at Rajkot city (Retender)

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document Selection of Agency for new LAN (CAT6) Cable laying Work at Rajkot Municipal Corporation buildings at Rajkot city (Retender).I hereby declare that below are the details regarding Overall turnover over last 7 financial years for our organization

#	Details	FY 2021-22 (in Crores) (i)	FY 2022-23 (in Crores) (ii)	FY 2023-24 (in Crores) (iii)	Average Turnover [(i)+(ii)+(iii)/3]
1	Overall Annual Turnover				

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Mobile		
Fax		
Email Id		

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

---

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

### 8.5 PQ 4: Auditor's/CA Certificate for net worth for Bidder

<<To be printed on CA/Auditors company's letterhead and signed by Authorized signatory. In case of Consortium all members are required to submit >>

Date: dd/mm/yyyy

This is to certify that the Annual Turnover as per books and records of \_\_\_\_\_ for the following financial years are as under.

#	Financial Year Ending	Annual Turnover (INR)	Net-worth
1.	31 <sup>st</sup> March, 2022		
2.	31 <sup>st</sup> March, 2023		
3.	31 <sup>st</sup> March, 2024		
	<b>Average Turnover</b>		

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

---

Signature of Auditor/CA (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

## 8.6 PQ\_5: Self Declaration – No Blacklisting

<< To be printed on Bidders (or in case of consortium/ sub-contractor, each member of consortium/sub-contractor) company's letterhead and signed by Authorized signatory >>

Date: dd/mm/yyyy

To  
Director (IT) ,  
2<sup>nd</sup> Floor, RMC Central Zone office,  
Dhebar Road,  
Rajkot 360001, Gujarat, India.

Sir/Madam,

In response to the Tender Ref. No. \_\_\_\_\_ dated  
\_\_\_\_\_ for Selection of Agency for new LAN (CAT6) Cable laying Work at Rajkot Municipal Corporation buildings at Rajkot city(Retender), as an owner/ partner/ Director of \_\_\_\_\_, I/  
Wehereby declare that presently our Company/ firm \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any Central Government / Any State Government / Smart City SPV / PSU/ Supreme Court of India/Any Government Agency in India as on the date of bid submission.

We further declare that presently our Company/ firm \_\_\_\_\_ is not blacklisted and not declared ineligible for reasons other than corrupt and fraudulent practices by any Central Government / Any State Government / Smart City SPV / PSU/ Supreme Court of India/Any Government Agency in India as on the date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Name of the Bidder :  
Authorized Signatory :  
Seal of the Organization :  
Business Address :  
Date :  
Place :



## 8.7 PQ\_6: Affidavit

*The affidavit format as indicated below to be furnished on non-judicial stamp paper of Rs. 300 (duly notarized) by the Bidder*

### **Name of work: Selection of Agency for new LAN (CAT6) Cable laying Work at Rajkot Municipal Corporation buildings at Rajkot city (Retender)**

I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct. I also understand that in case of wrongful / false information, Rajkot Municipal Corporation (RMC) is entitled to take any civil and criminal punitive action against me/us.

The undersigned also hereby certifies that neither our firm M/s. \_\_\_\_\_ nor any of its constituents partners have abandoned any work in India nor any contract awarded to us for such works has been rescinded during last five years, from the date of this bid submission. I hereby certify that presently our company is not blacklisted or debarred by any Government /PSU on the date of Bid Submission.

The undersigned hereby authorize(s) and request(s) any bank, person, authorities, government or public limited institutions, firm or corporation to furnish pertinent information deemed necessary and requested by the RMC to verify our statements or our competence and general reputation.

The undersigned hereby declares that I have read clause regarding restriction on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I certify that M/s <<name of Company>> is not from such a country.

OR

I certify that M/s <<name of Company>> belongs to such a country and has been registered with the Competent Authority (i.e. Registration committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)) and the copy of valid registration from competent authority has been attached in this regard.

I on behalf of M/s <<name of Company>> further undertake that we will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

I hereby certify that M/s <<name of Company>> fulfils all requirements in this regard and is eligible to be considered.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the RMC.

We hereby confirm that all the components/parts/assembly which we shall supply on award of contract shall be original new components /parts/assembly/software from respective OEMs of the products and that no refurbished/duplicate/ second hand components/parts/ assembly shall be used.

The RMC and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this bid and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Affidavit will also serve as authorization to any individual

or authorized representative to any institution referred to in the supporting information to provide such information deemed necessary and requested by you to verify statements and information provided in the RFP or with regard to the resources, experience and competence of the Applicant.

My/our offer shall not be considered in case of fake/ forged document(s) found during verification at any stage or at any stage of contract. I/ We are agreed to whatever action (s) taken by competent authority of corporation in the aforesaid circumstances such as forfeiture of security deposit and debarring from participation in future tenders for the period/ years as deemed fit by the corporation and informing the same to all other state/ central level Government/ semi government organizations.

Name of the Bidder :  
Authorized Signatory :  
Seal of the Organization :  
Business Address :  
Date :  
Place :

### 8.8 PQ\_7: Details of similar work undertaken

<< To be printed on Bidders' company's letterhead and signed by Authorized signatory >>

Date: dd/mm/yyyy

To  
 Director (IT) ,  
 2<sup>nd</sup> Floor, RMC Central Zone office,  
 Dhebar Road,  
 Rajkot 360001, Gujarat, India.

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for "**Selection of Agency for new LAN (CAT6) Cable laying Work at Rajkot Municipal Corporation buildings at Rajkot city**" (Retender).

I hereby declare that below are the details regarding relevant work that has been taken up by our company.

Name of the Project	Prime/Sole Bidder				
	Project 1	Project 2	Project 3	-	Project n
<b>General Information</b>					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
<b>Project Details</b>					
Description of the project					
Scope of work of the Bidder					
Deliverables of the Bidder					
Outcomes of the project					
<b>Other Details</b>					
Total cost of the project ( CAPEX + OPEX)					
Total cost of the services provided by the Bidder					

Name of the Project	Prime/Sole Bidder				
	Project 1	Project 2	Project 3	-	Project n
Duration of the project (number of months, start date, completion date, current status)					
Go Live Date					
<b>Mandatory Supporting Documents:</b>					
Copy of completion / Go Live certificate issued by client,					
Copy of Work order clearly highlighting scope of work, Bill of Material and value of contract / order along with the components executed					
Copy of contract agreement with client					

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

---

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

**Note:** To be submitted with any other supporting details specified as documentary evidence as mentioned in section 3.1 and 3.2 (PQ and TQ criteria)

## 8.9 PQ\_8: Power of Attorney for Signing of Proposal

To  
Director (IT) ,  
2<sup>nd</sup> Floor, RMC Central Zone office, Dhebar Road,  
Rajkot 360001, Gujarat, India.

Date: dd/mm/yyyy

**Name of work: Selection of Agency for new LAN (CAT6) Cable laying Work at Rajkot Municipal Corporation buildings at Rajkot city (Retender) .**

**Dear Si r**

<**Bidder's Name**>> hereby authorizes <<**Designated Representative's Name**>> to act as representative of <<**Bidder's name**>> for the following activities vide its Board Resolution/ Power of Attorney attached herewith.

To attend all meetings with RMC or other entities associated with Project ("**Selection of Agency for new LAN (CAT6) Cable laying Work at Rajkot Municipal Corporation buildings at Rajkot city**") for RMC and to discuss, negotiate, finalize and signing of any bid documents, undertakings consequent to acceptance of bid, agreement, contract and generally to represent the Bidders in all its dealing with RMC related to RFP for **Selection of Agency for new LAN (CAT6) Cable laying Work at Rajkot Municipal Corporation buildings at Rajkot city**" Project for RMC and subsequent Contract.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20....

For .....

(Signature)

.....

(Name & Title)

Witnesses:

- 1.
- 2.

(Executants)

**Notes:**

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

*Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

## 9 Commercial Bid Format & Instructions

**<<To be printed on letter head of Prime/Sole Bidder and signed by Authorized signatory of Prime/Sole Bidder>>**

Date: dd/mm/yyyy

To

Director (IT) ,  
2<sup>nd</sup> Floor, RMC Central Zone office,  
Dhebar Road,  
Rajkot 360001, Gujarat, India.

**Subject:** Selection of Agency for new LAN (CAT6) Cable laying Work at Rajkot Municipal Corporation buildings at Rajkot city (Retender)

**Reference:** Tender No :<No> Dated<DD/MM/YYYY>

Dear Sir/ Madam,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of **“Selection of Agency for new LAN (CAT6) Cable laying Work at Rajkot Municipal Corporation buildings at Rajkot city”** do hereby propose to provide services as specified in the Bid Document referred above.

### 1. PRICE AND VALIDITY

All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for entire contract duration.

We hereby confirm that our Tender prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the Bid Document formats.

We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

### 2. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Bid Documents and there are no deviations except for those mentioned in eligibility criteria documents, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in our bid documents, other than those stated in the deviation schedule in eligibility criteria, shall not be given effect to.

### 3. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

### 4. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the Bid Document. The bid price at which the contract is awarded shall hold good for entire tenure of the contract. These prices are indicated in the subsequent sub-sections of this Section.

5. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the Bid Document.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Authorized Signatory)

Name

Designation

Seal.

Date:

Place:

Business Address:



### **General instruction for commercial bid**

- Bidder should provide all prices as per the prescribed format under this Annexure.
- All the prices are to be entered in Indian Rupees (INR) only.
- Bidder to quote GST percentage separately.
- Bidder must consider all the expense pertaining to the entire project and any other cost, which is required to be incurred as part of the project and as per the RFP requirement, Bidder must adjust such cost in their commercial bid. No additional cost shall be given to the Bidder during the contractual duration of the project.
- Price quoted under any line item should be inclusive of all the cost associated with it, including but not limited to: accessories, licensee cost, transportation, installation, testing, commissioning, service required etc. to execute the project.
- It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
- During the contractual duration of the project, Bidder shall be required to share API / SDK for the web portal developed / deployed / provisioned.
- Rajkot Municipal Corporation reserves the right to ask the SI to submit proof of payment against any of the taxes, duties, levies indicated.
- If in case during the tenure of the project, GST bracket is changed, as per the Govt. norms, corresponding effect shall be extended in the consequent billing of the successful Bidder. (e.g., If the GST bracket is reduced from 18% to 12%, further pending amount shall be paid at 12% GST rate on their base rate and same applies vice versa as well). Please note that Bidder shall have to submit requisite documentary evidence against the same.
- No escalations of prices will be considered under any circumstances.
- The Bidders may visit the site and obtain additional information at their own cost and responsibility.
- During the payment stage, Rajkot Municipal Corporation reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- The Bidder needs to account for all Out-of-Pocket expenses due to Boarding, Lodging and other related items. No additional/separate payment shall be made regarding the same.
- The Contract Price shall be firm and not subject to any alteration.

- The Implementation agency should be deemed to have satisfied itself as to the correctness and sufficiency of the contract price, which shall, except as otherwise provided for in the contract, cover all its obligations under the contract.
- The rate/cost quoted for this project may be considered for additional procurement/payment in future.

**10** No additional cost other than the cost quoted under various items shall be given to the Bidder for the execution of the project. Bidder may factor any other cost associated with the project in their commercial bid. No claim pertaining to the any other cost shall be entertained by RMC during the entire contractual duration.

## 11 Technical Specification

### CAT 6 Cable Technical Specifications

Sr. No.	Component	Minimum Specifications	Compliance (Yes/No)
	<b>Cables</b>		
1.	Type	Category 6 Unshielded Twisted Pair 4 pair cable shall be compliant with ANSI/TIA/EIA-568-B.2-1 Additional Transmission Performance Specifications for 4-pair Category 6 Cabling	
2.	Type	Category 6 cables shall extend between the work area location and its associated telecommunications closet and consist of 4 pair.	
3.	Speed	Supports ultrahigh speed data networks such as Gigabit Ethernet (1000 Base-T and 1000 Base-TX) and higher.	
4.	Jacket:	Jacket FR-PVC/LSZH and Should comply to FR-PVC/LSZH 332.1, IEC 60754-2 and IEC 61034-2	
5.	Mechanical Characteristics	Construction: 4 twisted pairs separated by internal X shaped, 4 channel, polymer spine / full separator. Half shall not be accepted. Conductor Solid Copper Conductor Diameter $0.56\pm 0.005$ mm Insulator Polyolefin Outer Diameter $6.0\pm 0.4$ mm	
6.	ROHS/ELV	Compliant	
7.	Certificate	UL listed / Intertek (ETL) 4 Connector channel certified and ROFIS complaint, It should have ISI mark standard certification / compliance.	
8.	General	SI to submit the relevant test certificate as per IS standard	

Sr. No.	Component	Minimum Specifications	Compliance (Yes/No)
9.	Conductor	Solid bare Copper (4 pair)	
10.	Insulation	High Density Polyethylene	
11.	Pairs	2 Insulated conductors twisted together	
12.	1) Characteristic Impedance 2) Conductor Resistance	1) $100 \pm 15 \Omega$ 2) $\leq 9.38 \Omega / 100m$	
13.	1) Mutual Capacitance 2) Resistance Unbalance:	1) $< 5.6nF/100m$ 2) 5% Max	
14.	1) Resistance Unbalance 2) Capacitance Unbalance	1) 5% Max 2) 330pF/100m	
15.	Delay Skew	45 ns/100 m maximum	
16.	Operating Temperature	14°F to +140°F (-10°C to 60°C)	
17.	Storage Temperature Range	- 0°C to +50°C	
<b>Specify the proposed Make</b>			
<b>Specify the proposed Model</b>			

**IO Box with Surface Mount Box**

Sr. No.	Component	Minimum Specifications	Compliance (Yes/No)
	<b>Cables</b>		
1.	Type	Shutters should be on faceplate.	
2.	Wire terminal	200 termination cycles	
3.	Modular Jack	750 mating cycles	
4.	Plastic Housing	Polycarbonate, UL94V-0 rated or equivalent	
5.	IDC Contact Plating	Tin/Lead Plate	
6.	ROHS/ELV	Compliant	
7.	Faceplate	Square shuttered plate with 1/2/4 port. 86 x 86 mm	
8.	General	SI to submit the relevant test certificate as per IS standard	
<b>Specify the proposed Make</b>			
<b>Specify the proposed Model</b>			

**PVC Conduct Pipe Specification for CAT 6 Cable laying**

Sr. No.	Component	Minimum Specifications	Compliance (Yes/No)
	<b>Cables</b>		
1.	Size	As per the requirement	
2.	Features	ISI Standard / mark product, Medium rigid	
<b>Specify the proposed Make</b>			
<b>Specify the proposed Model</b>			