

RATE CONTRACT NO.SMVDU/S&P/NWC/2018-19/237, DATE:03/07/2018

Open Competitive Bidding



Rate Contract Document

For

**Purchase of Networking Items, Switches, Racks, Wifi/Optical Fiber, Accessories
of Computer/Laptop /Printer etc.**

For the year 2018-19

LAST DATE FOR SUBMISSION OF RATE CONTRACT: 27TH JULY 2018

DEPARTMENT OF NETWORK CENTRE

Shri Mata Vaishno Devi University

SMVDU Campus, Sub Post Office -182320, Katra, Distt. Reasi, J&K

01991-285535, 285634, Extn. 2108, 2115

Fax: 01991- 285687

www.smvdu.ac.in

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Rate Contract: 2018-19 - Terms & Conditions

Rate Contract should be valid for one year from the date of signing of agreement. Rates / prices should remain fixing during the entire period of contract i.e one year and shall not subject to any variation on any account. However, in case of decrease in prices, the benefit shall be on to the University. No claim for compensation or loss to fluctuation of any reason /cause will be entertained.

1. **Validity of Contract**

Rate contract initially be valid for six months which further may be extended to another quarter /half/one year basis on mutual consent of both the parties.

2. **Quotation of Item**

The Vendor may quote for all the items or some of the items listed in the Rate Contract and should agree to accept the part supply order as per the criteria of lowest quoted rate for each item. Unit prices are to be quoted both in figures and in words. In case, any of discrepancy that quoted in words will be taken as valid.

3. **Delivery & Installation Period**

The SMVDU would like to have the following time schedule for completion of the activities from the date of placement of orders. Delay in delivery and installation may invite penalties for the vendors.

Delivery	6 Weeks
Installation and Operationalization	2 Weeks

4. **Prices:**

Quoted prices should be firm and Shri Mata Vaishno Devi University, Katra and complete break up of all taxes and duties payable by the University should be clearly defined otherwise it will be presumed that the rates quoted are inclusive of all these charges and nothing extra will be paid. **Special Discount / Rebates, whichever applicable to an educational Institution, may also be specifically indicated.**

5. **Payment:**

95% payment for major items will be made through NEFT / RTGS/ by cheque after delivery and demonstration of goods in good condition and satisfactory inspection report of the Indenter. Balance 5% payment shall be release after expiry of the warranty period. No advance payment shall be made of any kind by Shri Mata Vaishno Devi University (SMVDU).

6. Party qualified for SMVDU Rate contract is bound to supply any single item / all item given in the price list as per the Terms & conditions. Inability shown for the supply of goods by the party after placement of order will lead to forfeiture of their security in the form of DD / Bank guarantee.

7. **Taxes:**

All kind of statutory Taxes will be paid by the Purchaser on the basis of supportive documentary Evidence.

Tender/ Quotation should be valid for three month from the last date of its submission.

9. Warranty

Three years' on-site comprehensive warranty covering all parts & labour from the date of acceptance of the systems by SMVDU. During the warranty period, the vendor will have to undertake comprehensive maintenance of the entire hardware, hardware components, systems software and accessories supplied by the vendor. Vendors are required to indicate the consumable parts for each line item offered by them. If no such list is submitted then it will be presumed that nothing is consumable. In printers, Fuser Assembly, Drum and Print header will have three years (03) warranty irrespective of whether they are consumable or not. The Battery of Laptops category items should have one-year warranty only by default.

The Vendor shall be fully responsible for the manufacturer's warranty for all equipment, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship, or any act or omission of the manufacturer / Vendor or any defect that may develop under normal use of supplied equipment during the warranty period.

10. Penalty for downtime

If the supplier fails to deliver the material / items/ equipments within the stipulate delivery period of the supply / purchase order / contract the same is liable to pay penalty charges at 1% (one percent) of the cost of undelivered goods / services per week, not exceeding maximum limit of 5% of the cost of complete unit of undelivered equipment / material so delayed.

11. Security Deposit:

You are required to submit within 30 days security deposit amounting to Rs.15000/- either in demand draft of the Shri Mata Vaishno Devi University, kakryal or in the Form of bank Guarantee (BG) for the contract period.

On faithful execution of the supply/work order/Contract on all respect, for the agreed period the security deposit of the contractors/supplier shall be released.

In the event of default on your part in faithful execution of supply / work order / contract, the security deposit shall be forfeited by an order of the Registrar of the University. The forfeited of security deposit shall be prejudice to any other right arising or accruing to the university under relevant provisions of the Supply / Purchase order /contract like penalty / damaged for delay in delivery provisions under Negligence & default clause including suspension of business dealing with the university for a specific period.

12. Liquidated Damages for delayed supply

If the vendor fails to deliver contracted product(s), install/activate, and operationalize all of the equipment or fails to complete the work or does not perform the service(s) within the time schedule stipulated in the Contract, the SMVDU without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 1% (one percent) of the total consideration amount for each and every calendar day of delay, subject to a maximum limit of 5% (five percent) of the Total Purchase Order Value. Such penalty will be deducted by the Indenter/purchaser from the bills of the vendor OR from the Security Deposit.

The SMVDU may also consider termination of the Contract as per provisions of termination clause mentioned in the contract.

The University reserves the right to cancel the supply / purchase order as a whole or in part at any time or in the event of default on the part of the supplier prior to the receipt of information regarding taking in hand of the manufacture of material against the supply / Purchase order / dispatch of material to the consignee.

14. University reserves the right to enter into parallel rate contract with more than one firm.

15. Guarantees:

The equipment must conform to the highest quality and standard. All hardware and software must be supplied with their original and complete printed documentation. Consistency must be maintained for the entire lot of the equipment offered. All the required quantity of an item in schedule of requirement must be of the same brand and same model number. Part numbers also must be same for all pieces of an item. The Vendor should not substitute any internal components or subsystems of equipment by similar items from a different manufacturer. All the equipment and peripherals should be supplied with the relevant interface cables.

16. Insurance:

It is the responsibility of the supplier for insurance cover of the item /equipments at his risk and cost wherever required.

17. Removal of rejected goods and Replacement:

- a) If upon delivery, the material/equipment is found not in conformity with the specifications stipulated in the purchase order, whether inspected and approved earlier or otherwise, such material / equipment will be rejected by the University or his authorized representative. A notice to this effect shall be issued to the supplier, normally within 30 days from the date of receipt of materials at our Stores.
- b) Supplier shall arrange suitable replacement supplies and remove the rejected goods within 30 days from the date of notice failing which, the goods shall be dispatched to vendor by road transport on 'freight to pay basis' at supplier's risk and cost.
- c) External damages or shortages that are prima-facie as a result of rough handling in transit or due to defective packing shall be intimated to the supplier within a period of one month of the receipt of the materials, spares etc. In case of internal defects, damages or shortages of any internal parts, which cannot ordinarily be detected on a superficial visual examination, due to bad handling in transit or defective packing, or any other reason, it should be intimated to the supplier within 3 months from the date of receipt of the material. In either case the damaged or defective materials should be replaced by the supplier free of cost.
- d) If no steps are taken within 15 days of receipt of intimation of defects or such other reasonable time as the University may deem proper to afford, the University may without prejudice to its other rights and remedies arrange for repairs/rectification of the defective materials or replace them entirely and recover the expenditure incurred on account of these actions from the deposits such as Security Deposit / Performance Guarantees or other monies available with the University or by resorting to legal action.

18. Sub-letting and Assignment:

The supplier shall not sublet, transfer or assign this order or any part thereof or interest therein or benefit or advantage thereof in any manner.

19. Supplier's Liability:

Supplier hereby accepts full responsibility and indemnifies the University and shall hold the University harmless from all acts of omission and commission on the part of the supplier, his agents, his subcontractors and employees in execution of the purchase order. The supplier also agrees to defend and hereby undertakes to indemnify the University and also hold it harmless from any and all claims for injury to or death of any and all persons including but not limited to his/her employees and for damage to the property arising out of or in connection with the performance of the work under the purchase order.

20. Force Majeure:

a) The supplier shall not be liable for delay or failing to supply the material for reasons of Force Majeure such as Act of God, Act of War, Act of Public Enemy, Natural calamities, Fires, Floods, Frost, and Strikes. Lockouts etc. Only those causes which have duration of more than 7 days shall be considered for force majeure.

b) The supplier shall within 10 days from the beginning of such delay notify the University in writing the cause of delay. The University shall verify the facts and grant such extension of time as facts justify.

c) No price variation shall be allowed during the period of force majeure and liquidated damages would not be levied for this period.

d) At the option of University, the order may be cancelled. Such cancellation, would be without any liability whatsoever on the part of the University. In the event of such cancellation, supplier shall refund any amount advanced or paid to him by the University and deliver back any materials issued to him by the University and release facilities, if any provided by the University.

21. RESOLUTION OF DISPUTES

In case of any dispute or difference arising between supplier and purchaser relating to any matter arising out of or connected with the contract, attempt will be made to mutually resolve such dispute or difference. In case any dispute or difference is not resolved, matter shall be referred to the sole Arbitrator duly appointed by the Vice Chancellor, Shri Mata Vaishno Devi University, Katra. The arbitration shall be conducted in accordance with the provision under J&K Arbitration and Conciliation Act, 1997. The award of the arbitrator shall be binding on the parties concerned. The legal jurisdiction for any matter related to this tender will be courts of Jammu district and no other court shall have jurisdiction.

22. Sealed Rate Contract addressed to the Registrar, SMVD University Campus Kakryal (Katra) J&K PIN Code -182320 duly sealed in an envelope and super scribed with the words, "**Rate Contract for Supply of Networking Items, Switches, Racks, Wifi/Optical Fiber, Accessories of Computer/Laptop /Printer etc. at SMVD University**" shall be submitted in his office on or **before 27th July 2018 by 1700 hrs.**

23. The telephone numbers of SMVD University Campus, Kakryal (Katra) J&K Pin Code - 182320 are given hereunder: -

For Technical enquiry : 01991- 285634, (Ext 2307)

For Other enquiry : 01991-285686 , (Ext 2108/2115)

1) Wi-Fi Access point

Component	Specification	Compliance (Yes/No)	Warranty	Price
Brand Name	D- Link / Cisco/Dell/ Ruckus			
Out Door Wi-Fi Access Point	IEEE 802.11b/g,n/a; 2.4Ghz & 5 GHz Dual band, 300 MBPS max			
	theoretical throughput, WDS point-to-point wireless bridge mode			
	WAP mode, Wired Equivalent Privacy (WEP) Encryption, WPA-PSK,			
	Wpa2-PSK, MAC address filtering, 1 BSSID, 802.11e WMM for QoS,			
	128 wireless client supported, 2 x (10/100/1000base T Ethernet			
	port with auto uplink with PoE PD, 1 x (10/100/1000 base			
	Ethernet port with Auto Uplink with PoE PSE., External Antenna			
	Ports, 8dBi Antenna Gain, IP67 grade.			
Indoor Wi-Fi Access Point	2.4GHz, 300 mbps, upto 30 users, upto 10x coverage and 15x the			
	speed of 802.11 g networks, Security for WPA, WPA@, rouge AP			
	detection and 802.1x with RADIUS support wall mount or ceiling,			
	Comprehensive SNMP for network management., MAC address			
	filtering up to 256 users, block SSID broadcast, point to			
	Point/multi point support.			

2) Network Switches

Component	Specification	Make/Model	Compliance (Yes/No)	Warranty	Price
Make and Model	D-Link / Linksys/ HP/ Cisco, Dell/ Legrand/ Brocade				
Network Switch POE (Gigabit port with 2 SFP port) (Managed)	8 Port 10/100				
Network Switch POE (Gigabit port with 2 SFP port) (Managed)	16 Port 10/100				
Network Switch POE (Gigabit port with 2 SFP port) (Managed)	24 Port 10/100				
Network Switch POE (Gigabit port with 2 SFP port) (Managed)	8 Port 10/100/1000				
Network Switch POE (Gigabit port with 2 SFP port) (Managed)	16 Port 10/100/1000				
Network Switch POE (Gigabit port with 2 SFP port) (Managed)	24 Port 10/100/1000				
Network Switch without POE (Managed)	8 Port 10/100/1000				
Network Switch without POE (Managed)	16 Port 10/100/1000				
Network Switch without POE (Managed)	24 Port 10/100/1000				
Network Switch Unmanaged	8 Port 10/100				
Network Switch Unmanaged	16 Port 10/100				
Network Switch Unmanaged	24 Port 10/100				
Network Switch - L3 (Managed)	24 Port (2 ports can be used with SFP or SFP+ at 1G or 10G)				
Fiber Module	SFP LX-LC				

3) Optical Fiber Cable (OFC)/Copper Cables and Accessories

Component	Specification	Make/Model	Brochure attached(Yes/No)	Warranty	Price
Make	D- Link / DAX/ AMP Net connect				
Fiber Optic	OFC MM 6 Core Armored				
	OFC MM 12 Core Armored				
	OFC 6 CORE SM Armored				
	OFC 12 CORE SM Armored				
	OFC MM 6 Core Unarmored				
	OFC MM 12 Core Unarmored				
	OFC 6 CORE SM Unarmored				
	OFC 12 CORE SM Unarmored				
OFC BOX	12 Core Fiber Optic Termination Box				
Fiber Connector	Pigtail SC Multimode Fiber Simplex 1-Meter				
	Pigtail LC Multimode Fiber Simplex 1-Meter				
	SM Pigtail SC Fiber 1-Meter				
	SM Pigtail LC Fiber 1-Meter				
	Fiber Patch Cord LC to SC Multimode Simplex1-Meter				
	Fiber Patch Cord LC to SC Single Mode 1-Meter				
	LIU 12 Port Loaded with SC Coupler MM				
	LIU 12 Port Loaded with SC Coupler SM				
	Fiber Media Converter MM 100/1000 MB				
	Fiber Media Converter SM 100/1000MB				
Cat 6 Patch Cord	Cat-6 Patch cord 1-meter				
	Cat-6 Patch cord 2-meter				
	Cat-6 Patch cord 5-meter				
	Cat-6 24 Port Patch Panel				
UTP Cable	Cat 6 UTP Cable 305 Meters				

4) Network Switches Racks

Component	Specification	Make/Model (ISI Mark and Branded)	Brochure attached (Yes/No)	Warranty	Price
Make and Model	D Link/ Legrand/Valrack/Comrak				
Racks for Switches	3U Network Rack with Accessories				
	6U Network Rack with Accessories				
	9U Network Rack with Accessories				
	12U Network Rack with Accessories				
	15U Network Rack with Accessories				
	24U Network Rack with Accessories				
	42U Network Rack with Accessories				
	42U Server Rack with Accessories				
	Tray for Network Rack				

Make and Model	Component	Make/Model	Compliance (Yes/No)	Warranty	Price
Lapcare - 4410	Laptop battery				
Lapcare - 4420	Laptop battery				
Transcend, Hynix, Kingston, Simmtronics	4 GB DDR4 RAM 2133 MHZ (Single module)				
Transcend, Hynix, Kingston, Simmtronics	8 GB DDR4 RAM 2400 MHZ (Single module)				
Transcend Hynix, Kingston, Simmtronics	2 GB DDR3 RAM 1333 MHZ (Single module)				
Transcend Hynix, Kingston, Simmtronics	2 GB DDR3 RAM 1600 MHZ (Single module)				
Transcend, Hynix, Kingston, Simmtronics	2 GB DDR2 RAM 667 MHZ (Single module)				
Transcend, Hynix, Kingston, Simmtronics	2 GB DDR2 RAM 800 MHZ (Single module)				
Toshiba, Sony, Seagate	1 TB External Hard Drive				
Toshiba, Sony, Seagate	2TB External Hard Drive				
Seagate, Samsung, Hitachi, Western Digital	1 TB SATA Internal HDD				
Seagate, Samsung, Hitachi, Western Digital	500GB SATA Internal HDD				
Printer HP LaserJet 1108/1020	Fuser assembly				
Printer HP LaserJet P2055dn	Fuser assembly				
Printer HP LaserJet M1005	Fuser assembly				
Printer HP LaserJet 1108/1020	Drum				
Printer HP LaserJet M1005	Drum				
Printer HP LaserJet 2055 dn	Drum				
Printer HP LaserJet 1108/1020	Printer Head				
HP LaserJet P 2055dn	Printer Head				
Printer HP LaserJet M1005	Printer Head				

6) Passive Components

Make	Component	Make/Model	Compliance (Yes/No)	Price
Branded	Punching Tool			
Branded	LAN Tester			
Branded	Wire Cutter			
D – Link	Crimping Tool			
D-Link	Keystone Jack			
D-Link	Cat -6 RJ-45 Connector			
D-Link	Surface Mount Box with Face plate			

7) PVC Conduit and other Items

Item	Specification	Make/Model (ISI Mark and Branded)	Brochure attached (Yes/No)	Warranty	Price
HDPE pipe for OFC Duct	40 MM				
PVC Conduit Pipe with (ISI Mark)	20 MM				
PVC Conduit Pipe with (ISI Mark)	25 MM				
PVC Conduit Pipe with (ISI Mark)	40 MM				
Baton (Casing & Capping)	25*16 MM				
Baton (Casing & Capping)	50*12 MM				
Flexible Pipe	20 MM				
Flexible Pipe	25 MM				
Screw Box	35/8 No's				
PVC Gitty	35 MM				
Nail for fixing Baton	Standard Size				