

SHORT TENDER CALL NOTICE NO.

BSEDC/4513/2020 dated 10.08.2020

BID DOCUMENT

FOR

**SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF LAN
SYSTEM FOR ALL DISTRICT & SUB-DIVISIONAL COURTS IN BIHAR**



बिहार स्टेट इलेक्ट्रॉनिक्स डेवलपमेंट कॉरपोरेशन लिमिटेड (बेल्ट्रॉन)
Bihar State Electronics Development Corporation Ltd. (BELTRON)

A Government of Bihar Undertaking | CIN-U31900BR1978SGC001317

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SHORT TENDER CALL NOTICE

BID REFERENCE NO: - BSEDC/4513/ 2020 dated 10.08.2020

<u>INVITATION FOR BIDS</u>	
1.	The Managing Director , BSEDC Patna invites bids in two cover system for works as detailed below: -
2.	Nature of work : Supply, Installation, Testing & Commissioning of LAN System for all District and Sub-divisional courts in Bihar
3.	Estimated Tender value : INR 4,00,00,000/-
4.	Tender Cost : INR 15,000/-
5.	Earnest Amount Deposit : INR 8,00,000/-
6.	Performance Bank Guarantee : 10% of the Contract Value
7.	Availability of Bid Documents in the Website www.eproc2.bihar.gov.in : Dt. 10.08.2020 to Dt.17.08.2020 up to 05:00 P.M.
8.	Last date /time of Receipt of Bids : Dt.17.08.2020 up to 5:30 P.M
9.	Date of Opening of technical Bids : Dt.18.08.2020 at 10:30 P.M.
Sd/- Managing Director	
<ul style="list-style-type: none">• The Bidding process shall be conducted in an online (e-tendering) manner. Please visit https://www.eproc2.bihar.gov.in for further details regarding the e-Tendering process.• All the clarifications / corrigendum to the queries, notification & details terms and conditions regarding, this tender notice hereafter will be published on line on web site www.bsedc.bihar.gov.in or https://www.eproc2.bihar.gov.in	

Contents

1.	INTRODUCTION	5
2.	INSTRUCTION TO BIDDERS	5
2.1.	General Instructions	5
2.2.	e- Procurement process related instructions	5
2.3.	Bid Documents	6
2.4.	Pre-qualification bid as per eligibility criteria specified.....	6
2.5.	Technical Bid.....	7
2.6.	Cost Bid	7
2.7.	Completeness of Response	8
2.8.	Clarifications.....	8
2.9.	Responses to Pre-Bid Queries and Issue of Corrigendum	8
2.10.	Bid security i.e. Earnest Money Deposit (EMD).....	9
2.11.	RFP Document Fees	9
2.12.	Cost of Bidding.....	9
2.13.	Right to Terminate the Process	9
2.14.	Authentication of Bids	10
2.15.	Site Visit	10
2.16.	Bid Validity	10
2.17.	Language.....	10
2.18.	Handwritten documents, Erasures or Alterations	10
2.19.	Fraud and corruption.....	10
2.20.	Tender Opening	11
2.21.	Rejection criteria.....	11
2.22.	Licensing.....	12
2.23.	Clarifications.....	12
2.24.	Preliminary Examination	13
2.25.	Consortium or Association	13
2.26.	Concessions permissible under statutes	13
3.	EVALUATION CRITERIA	14
3.1.	Pre-qualification criteria	14
3.2.	Technical Evaluation criteria	15
3.3.	Commercial Evaluation	15
3.4.	Right to Accept Any Offer and to Reject Any or All Offers	16
3.5.	Notification of award	16
3.6.	Failure to agree with terms and condition of RFP	16
3.7.	Performance Guarantee.....	16
3.8.	Signing of Contract.....	16
4.	SCOPE OF WORK.....	17

4.1. Expected Design	19
4.2. Project duration.....	19
4.3. Acceptance Certificate	19
4.4. Payment Terms	20
4.5. Deliverables & Timelines	20
4.6. Service Level Agreement.....	20
4.6.1. Pre-implementation SLAs.....	20
4.6.2. Post-implementation SLAs	20
4.7. Indemnity	21
4.8. Warranty & Maintenance.....	21
4.9. Price Variation	21
4.10. Termination.....	21
4.11. Force majeure	22
4.12. Arbitration.....	22
4.13. Jurisdiction of Dispute	22
4.14. Special terms and Condition	22
5. BILL OF MATERIAL.....	24
6. TECHNICAL SPECIFICATIONS	31
6.1. 8-Port PoE Switch.....	31
6.2. 24-Port PoE Switch.....	31
6.3. CAT6 UTP LSZH cable	32
6.4. CAT6 UTP RJ 45 Keystone Jack	32
6.5. Faceplate	33
6.6. Patch Cord, U/UTP 4P, Cat.6, length 1/ 2/3 Meter.....	33
6.7. 19" 1U 24/48 port unshielded Patch Panel	33
6.8. Patch Cord, LC, Duplex, SM, G657A2, PC, LSZH	33
6.9. 9U/12URack	33
7. Financial Proposal Format.....	34
Annexure A: List of District & Sub-Divisional Courts	35
Annexure 1: Instructions for Pre-Qualification Bid	36
Annexure 2 – Formats of Technical Bid	40

1. INTRODUCTION

Hon'ble High Court Patna via BSEDC has taken the initiative to implement Local Area Network (LAN) at all District and Sub-divisional courts of Bihar as part of the Virtual court and web-based video conferencing solution which is being setup at the locations as per Annexure A. The objective of the project is to provide MPLS connectivity with Internet facility at all the court rooms, chambers of learned Presiding officers and the administrative rooms so that they conduct their court procedure through video conferencing during this Covid-19 situation.

BSEDC invites bids from eligible, reputed, qualified vendors for the supply, Installation and commissioning of the Local Area Network at the above said locations with warranty and maintenance support for a period of 5 years from date of Final Acceptance Test (FAT) approved by BSEDC.

2. INSTRUCTION TO BIDDERS

2.1. General Instructions

While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders are free to assess and propose the solution needed to meet the requirements. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the BSEDC based on this RFP.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the BSEDC. Any notification of preferred bidder status by the BSEDC shall not give rise to any enforceable rights by the Bidder. The BSEDC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the BSEDC without giving any reason. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

2.2. e- Procurement process related instructions

BSEDC now invites proposals from interested eligible bidders through e-procurement process for "Supply, Installation, Commissioning & Maintenance of LAN system for all District and Sub-divisional courts in Bihar".

- a. The bidder shall submit his bid/tender on e-Procurement platform at www.eproc2.bihar.gov.in.
- b. The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e- Procurement website before participating in the e-tendering process. The bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-procurement website www.eproc2.bihar.gov.in and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
- c. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given in e-Procurement web site at the respective stage only. The bidders shall upload the scanned copies of all

the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site. The bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.

- d. All the required documents should be attached at the proper place as mentioned in the e-forms otherwise the tender of the bidder will be rejected.
- e. Tender Processing Fee (TPF) to be paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.
- f. Cost of BOM/ Form Fee to be paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.
- g. “Earnest Money Deposit (EMD) can be paid either through online mode or manual mode (BG). In case of manual mode of payment of EMD, the original hardcopy of the EMD which may be a BG or any other instrument that should be submitted in the tendering authority office before tender opening date and time.”

Note: "Bids along with necessary online payments must be submitted through e-Procurement portal www.eproc2.bihar.gov.in before the date and time specified in the NIT/RFP. The department/Tendering Authority doesn't take any responsibility for the delay / Non-Submission of Tender / Non-Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic / Holidays or any other reason."

- h. The tender opening will be done online only.
- i. Any corrigendum or date extension notice will be given on the e-Procurement website only.
- j. For support related to e-tendering process, bidders may contact at following address “e- Procurement HELP DESK First Floor, M/22, Bank of India Building, Road No-25, Sri Krishna Nagar, Patna-800001 Ph. No: 0612-2523006” or may visit the link “Vendor Info” at www.eproc2.bihar.gov.in.

2.3. Bid Documents

Bidder is expected to examine all instructions, forms, terms, and requirements in the bid document. Failure to furnish all information required by the bid document or submit a Bid not substantially responsive to the bid document in every respect may result in the rejection of the Bid. The bids should be submitted in three parts as mentioned hereunder on or before last date and time of submission mentioned in this RFP or through any corrigendum.

2.4. Pre-qualification bid as per eligibility criteria specified

- A. A letter on the bidder's letter head,
 - i. Undertaking on Total Responsibility - (Refer Annexure 2- Form 1)
 - ii. The profile of the bidder. – (Refer Annexure 2- form 2)
 - iii. Audited annual financial results (balance sheet) of the bidder for the last three

financial years.

- iv. Statutory Auditor / CA Certificate for Net Worth, Profitability and annual IT/ITES services business of the bidder for the last three financial years
 - v. Manufacturer's Authorization Form and No Malicious code declaration – (Refer Annexure 2- Form 3 and 3A)
 - vi. Undertaking on Service Level Compliance – (Refer Annexure 2- form 4)
 - vii. Undertaking on Exit Management and Transition – (Refer Annexure 2- form 5)
 - viii. Self-Declaration of bidder not been blacklisted by any Government Agency – (Refer Annexure 2- form 6)
 - ix. Statement of Deviation from Requirement Specifications – (Refer Annexure 2- form 7)
 - x. Statement of Deviation from Tender Terms and Conditions – (Refer Annexure 2- form 8)
 - xi. Warranty – (Refer Annexure 2-form 9)
 - xii A self-certified declaration by the authorized signatory of the bidder for having office in Bihar. – (Refer Annexure 2- Form 10)
- B.** Certificate of Incorporation/Registration Certificate
- C.** The EMD in the form of a Bank Guarantee issued by a Nationalized / Scheduled Bank, in favor of Bihar State Electronics Development Corporation Limited, payable at Patna or it can be made through the online payment gateway in eproc site before tender opening date and time.
- D.** Copy of PAN Card and GST registration duly attested by the authorized signatory of the Company.

2.5. Technical Bid

- i. Bid particulars
- ii. Bid letter
- iii. Proposed Technical Solution, details of equipment and services offered
- iv. Unpriced Bill of Material (BOM) with functional and technical requirement compliance.
- v. Proposed Project Plan and Implementation Schedule
- vi. Statement of deviation from requirement specifications
- vii. Statement of deviation from tender terms and conditions
- viii. Schedule of delivery
- ix. Warranty
- x. Manufacturer's authorization form(s).

2.6. Cost Bid

- i. Bid letter
- ii. Bid particulars including priced Bill of Material (BOM).
- iii. Statement of commercial deviation

Bidders should enclose with their offer's full details of all the equipment and services offered as well as their latest equipment and services available with full documentation and descriptive literature supplementing the description and point out any special feature of the equipment and services. All documentation is required to be in English.

2.7. Completeness of Response

- A. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- B. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
- i Include all documentation specified in this RFP;
 - ii Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - iii Comply with all requirements as set out within this RFP.

2.8. Clarifications

The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to the Nodal officer on or before 12.08.2020 by email only in editable excel format. Any queries/clarification/letter etc. sent after scheduled timeline will not be entertained. Only those participants will be allowed who has send their queries in mail prior to due date.

The queries should necessarily be submitted in the following format in editable excels. For each bidder and OEM 1 representative is allowed. The representative should be employees of the Bidding Company.

S. No.	Page Number(s) & Section of RFP	Content of RFP requiring Clarification(s)	Points of clarification	Justification
1.				
2.				
3.				
4.				

BSEDC shall not be responsible for ensuring that the bidders' queries have been received and / or addressed by them. Any requests for clarifications after the indicated date and time may not be entertained by the BSEDC. Also queries other than specified format (in editable excel) will not be entertained by BSEDC.

2.9. Responses to Pre-Bid Queries and Issue of Corrigendum

Tenderer reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it. The corrigendum shall be uploaded on the website www.bsedc.bihar.gov.in and www.eproc2.bihar.gov.in.

BSEDC will endeavor to provide timely response to all queries. However, BSEDC makes no representation or warranty as to the completeness or accuracy of any response; nor does BSEDC undertake to answer all the queries that have been posed by the bidders.

At any time prior to the last date for receipt of bids, BSEDC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document through a corrigendum. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website www.bsedc.bihar.gov.in and www.eproc2.bihar.gov.in.

Any such corrigendum shall be deemed to be incorporated into this RFP. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, BSEDC may, at its discretion, may extend the last date for the receipt of Proposals.

2.10. Bid security i.e. Earnest Money Deposit (EMD)

- A.** Bidders shall submit, along with their Bids, single EMD of INR 8,000,00/- (Eight Lakhs only), in the form of a Demand Draft / Bank Guarantee (in the format specified in Annexure 2-Form 12 issued by any Scheduled/nationalized bank in favor “Bihar State Electronics Development Corporation Ltd”, payable at Patna and should be valid for 6 months from the date of submission of technical bid response. No interest shall be payable on Bid Security under any circumstance. Bidders can also make the EMD payment through the online at eproc site.
- B.** EMD of all unsuccessful bidders would be refunded by BSEDC within sixty (60) days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure 2-Form 12.
- C.** The successful Bidder's Bid security shall be discharged upon the Bidder signing the Agreement.
- D.** The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- E.** The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- F.** The EMD may be forfeited:
 - i. If a bidder withdraws its bid during the period of bid validity.
 - ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

2.11. RFP Document Fees

- A.** RFP document can be purchased from the office of BSEDC by paying a non-refundable bank amount of INR 15,000/- (INR Fifteen thousand only) online.
- B.** The bidder may also download the RFP documents from the website www.bsedc.bihar.gov.in and www.eproc2.bihar.gov.in. In such case, RFP document fees should be paid online through e-payment mode i.e. NEFT/RTGS/ Credit Card/ Debit Card on www.eproc2.bihar.gov.in. Proposals received without or with inadequate RFP Document fees shall be rejected.

2.12. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid and The BSEDC shall in no event be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.13. Right to Terminate the Process

- A.** BSEDC may terminate the RFP process at any time and without assigning any reason. BSEDC makes no commitments, express or implied, that this process will

result in a business transaction with anyone.

B. This RFP does not constitute an offer by BSEDC. The bidder's participation in this process may result BSEDC selecting the bidder to engage towards execution of the contract.

2.14. Authentication of Bids

The Proposal should be accompanied by a board resolution/power-of-attorney in the name of the signatory of the Proposal.

2.15. Site Visit

It is the responsibility of the bidder to visit the proposed sites at their own cost and assessing the feasibility before submitting their technical solution and offer to get a clear idea about the work and preparation of requirement across the sites. BSEDC will facilitate bidders to get access to the sites upon prior intimation if required.

2.16. Bid Validity

All bids should remain valid for a period of 180 days (i.e. 6 months) from the bid submission date and BSEDC reserves the right to reject a bid valid shorter than 6 months considering as non-responsive without any correspondence.

In special circumstances, BSEDC may solicit extension of the period of validity from a bidder. The request and the response thereto shall be made in writing. Extension of validity period by the bidder shall be unconditional. The EMD provided shall also be sufficiently extended. Bidder granting extension of validity will not be permitted to modify its technical or financial bid.

2.17. Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders.

2.18. Handwritten documents, Erasures or Alterations

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Filling up of the information using terms such as "OK", "noted", "as given in brochure/manual" is not acceptable and may lead to the dis-qualification of the Bid.

2.19. Fraud and corruption

BSEDC require that Bidder must observe the highest standards of ethics during the entire process of tendering and during execution of the contract. In pursuance of this policy, The BSEDC define, for the purpose of this provision, the terms set forth as follows:

- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Department in contract executions.
- b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to Department, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish

Proposal prices at artificially high or non-competitive levels and to deprive The BSEDC of the benefits of free and open competition.

c) “Unfair trade practices” means supply of services different from what is ordered on or change in the Scope of Work which is given by the BSEDC in this Tender.

d) “Coercive Practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

e) The BSEDC shall reject the Bid proposal for award of contract, if it determines that the Bidder recommended for award, has been found to have been engaged in corrupt, fraudulent or unfair trade practices. Once the contract is signed and if it is noticed that the SI has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be a sufficient ground for The BSEDC for termination of the contract and initiate blacklisting of the Bidder.

2.20. Tender Opening

The Proposals submitted before the last date and time of submission will be opened as per the schedule of bid process mentioned in the data sheet of this RFP or notified by a corrigendum through the eproc site.

2.21. Rejection criteria

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

a) General rejection criteria

- Conditional Bids;
- If the information provided by the Bidder is found to be 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 decisions;
- Bids without signature of person (s) duly authorized on required pages of the bid;
v Bids without power of attorney/ board resolution.

b) Pre-Qualification rejection criteria

- Bidders not complying with the Eligibility Criteria given in this Tender
- Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive or clarification sought by BSEDC is not adequately addressed and complied by the bidder;

c) Technical rejection criteria

- 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 respect;

- Bidders not quoting for the complete scope of Work as indicated in the Tender Documents, addendum (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.
- Each bidder should offer/ quote single make and models against all items. Bidder quoting multiple make and models in their technical bid will lead to rejection.

d) Commercial Rejection Criteria

- Incomplete Price Bid.
- Price Bids that do not conform to the Tender's price bid format;
- If there is an arithmetic discrepancy in the commercial Bid calculations the BSEDC may consider rectifying the same. If the Bidder does not accept the rectification, then their bid may be rejected.

2.22. Licensing

The Implementing Agency will follow the following licensing conditions:

- The SI shall procure the licenses of the third-party software in accordance with its procedures by payment of applicable license fees on behalf of Bihar Police/BSEDC. The licenses thus procured would be in the name of Bihar Police. The SI shall ensure that third party vendors provide standards-based customer interface and also takes into account other factors like regular updates and support etc.
- The SI should provide adequate licenses for all the modules mentioned in the scope so that all users can access their respective functionalities as per their role without any constraints.
- All licenses should be either supported by OEMs/subscription providers for entire contract period.
- All the aforesaid products should have a roadmap for updates and patch management either from OEM or Subscription provider and providing the same would be the responsibility of the SI for the contract period.

2.23. Clarifications

If deemed necessary, BSEDC may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted. BSEDC may, if so desire, ask the bidder to give a presentation for the purpose of clarification of the tender. All expenses for this purpose, as also for the preparation of documents and other meetings, will be borne by the bidders.

2.24. Preliminary Examination

BSEDC will examine the bids to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Bids from agents without proper authorization from the manufacturer shall be treated as non-responsive.

A bid determined as not substantially responsive will be rejected by BSEDC and may not subsequently be made responsive by the bidder by correction of the non-conformity.

BSEDC may, if necessary, waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.

2.25. Consortium or Association

Consortium or associations of companies is not allowed. The definition of consortium and joint ventures does not include any tie-up with OEMs on company's own account.

2.26. 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 the BSEDC, failing which it will have to bear extra cost. In case Bidder does not avail concessional rates of levies any applicable tax/duties, etc. BSEDC will not take responsibility towards this. However, The BSEDC may provide necessary assistance, wherever possible, in this regard.

3. EVALUATION CRITERIA

3.1. Pre-qualification criteria

SL. No.	Checklist Item Description	Criteria	Proof/Documents Required
1	Bidder company Registration	The Company should be registered under Companies Act, 1956 since last Five years.	Valid copy of Certificate of incorporation and Registration Certificates
2	Incorporation Certificate	Bidder should be an established Information Technology Company/ IT System Integrator and should have been in the business for a period of at least 5 years as on 31/01/2020.	Valid copy of Certificate of incorporation and Registration Certificates
3	Bidder's Average Annual Turnover	Average annual Turnover of the Bidder shall not be less than Rs. 12 Crore during the last three financial years for provisioning of IT Services	CA Certificate with CA's Registration Number/ Seal for annual turnover. Copy of the audited profit and loss account of the company-showing turnover of the company during last three years.
4	Bidder's Net worth	The net worth of the Bidder should be Positive in last two financial year.	CA Certificate with CA's Registration Number/ Seal for Net worth. Copy of the audited profit and loss account of the company-showing net worth of the company for last three years.
5	Non-Blacklisting	The bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Self-Declaration in this regard by the authorized signatory of the bidder.
9	Bidder Particular	General Information of the Bidder	Copy of the document listed above should be attested by authorized signatory
10	Authorized Signatory	The proposal must be signed by an authorized signatory (having power of attorney / authorized by board resolution) on each page of the proposal document including enclosures.	Copy of board resolution and / or power of attorney shall be submitted. Failing of which the Bid will be rejected.
11	PAN	Registration with Income Tax Authorities copy only.	Copy of PAN Card. Copy of the document listed above should be attested by authorized signatory
12	GST	Registered with the GST	Copy of GST Registration Certification. Copy of the document listed above should be attested by authorized signatory
13	Bidder Experience	The Bidder should have executed minimum 1 Statewide (minimum 50 location) project which involves creation of LAN in the state of Bihar	Copy of the workorder

3.2. Technical Evaluation criteria

SL No.	Evaluation Criteria		Max. Marks	Proof/Documents Required	
1	Industry Experience	In the Information Technology business/IT System Integration in Govt. sector for the last 3 years	>3 yrs <5 Yrs = 10 Marks >5 Yrs < 7 Yrs = 20 Marks >7 Years= 25 Marks	25	
2	Financial Strength	Bidder's Average Annual Turnover last 3 year	Average Turnover =12 Crores – 10 Marks >=12 Crores and <15 Crores - 20 Marks >=20 Crores - 25 Marks	25	
3	Project Experience	Data Network / Wi-Fi/CCTV/IP-PBX Implementation experience in Central/State Govt./PSU/PSU Bank(General) in last 7 years	<ul style="list-style-type: none"> Project worth >=1 Cr and <2 Cr =10 Marks each project, maximum 20 marks Project worth >=2 Cr =20 March each project, maximum 20 marks 	20	
4		Statewide Multi Location (minimum 50 location) project which involves creation of LAN/OFC work in Central/State Govt./PSU/PSU Bank (Minimum 1 project in the state of Bihar) in last 7 years	<ul style="list-style-type: none"> One Project: 10 marks Two Projects: 20 marks More than 2 projects: 30 Marks 	30	

3.3.Commercial Evaluation

- All the bidders who will achieve 80 or more marks in the technical evaluation would be eligible for the next stage, i.e. Financial Bid opening. In case, at least 3 bidders not scoring 80 or more marks, then cut off marks may go down up to 70 marks. Bidders who score below 70 marks shall not be eligible for the next stage of bid processing
- Bidder quoting the lowest price (L1) will be declared as the successful bidder for 60% of the District court and its Sub-divisional courts. L2 bidder shall be eligible for the remaining 40% of the District Courts and its Sub-Divisional courts provided they match the price of L1 bidder. The lowest evaluated bid price will be the sum of lowest quoted cost inclusive of applicable taxes.
- In case any bidder do not agree to take order then subsequently the next lowest bidder(s) will be given chance to execute the order provided they matches the L1 bidder price.
- Any figures (price) if left blank by the bidder in Financial e-form will be taken '0'

(zero) by BSEDC

3.4.Right to Accept Any Offer and to Reject Any or All Offers

BSEDC, reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of control, without thereby incurring any liability to the affected vendor(s) or any obligation to inform the affected vendor(s) of the grounds for such action.

3.5.Notification of award

BSEDC will notify the successful Bidder(s) via letter / fax /email of its intent of accepting the bid. Within 7 days of receipt of the Letter of Intent issued by the BSEDC, the successful Bidder shall be required to sign the LoI and return the same to the address specified above as a token of acceptance of the LoI.

3.6.Failure to agree with terms and condition of RFP

The vendor should abide by all terms and conditions specified in the RFP Document. Conditional offers shall be liable for dis-qualification.

3.7.Performance Guarantee

As a condition precedent to execution of the Agreement, the successful Bidder(s) shall ensure submission of the requisite unconditional irrevocable Bank Guarantee, in the prescribed format within 15 days of receipt of the LoI as a Performance Guarantee for the services to be performed under the resultant Agreement. The Bank Guarantee shall be equivalent to 10% of the total Order value must be issued by a Nationalized Bank/Scheduled Bank. The Performance Guarantee shall be valid for a period of 5 years 3 months.

Earnest Money Deposits (EMD) of all unsuccessful bidders would be refunded by BSEDC within sixty days (60) of the bidder being notified as unsuccessful. EMD of the successful Bidder shall be returned on successful execution of the resultant Agreement.

The Performance Guarantee may be liquidated by the BSEDC as penalty / liquidated damages resulting from the System Integrator's (SI) failure to complete its obligations under the resultant Agreement. The Performance Guarantee shall be returned by BSEDC to the vendor within 90 days of the term/expiration of the warranty period.

3.8.Signing of Contract

Subsequent to BSEDC's notification to the successful Bidder(s) by way of a LoI, acceptance of the LoI and submission of the Performance Guarantee, the successful Bidder shall execute the Agreement with the BSEDC. Failure of the successful Bidder(s) to furnish the Performance Guarantee or execute the Agreement within 7 days from issue of LoI shall cause the EMD of the successful Bidder(s) to be liquidated. In such event, BSEDC shall negotiate with the next eligible bidder. The successful Bidder(s) will be liable to indemnify BSEDC for any additional cost or expense, incurred on account of failure of the successful Bidder(s) to execute the Agreement. LoI will be issued to bidder(s) on basis of L1 value and RFP BOM. However final BOM and order value may vary after site survey which shall be acceptable by the bidder(s). Thus, work order shall be issued based on the final order value and BOM only.

Notwithstanding anything to the contrary mentioned above, the BSEDC at its sole discretion shall have the right to extend the timelines for execution of Agreement on the request of the successful Bidder, provided the same is bona fide.

4. SCOPE OF WORK

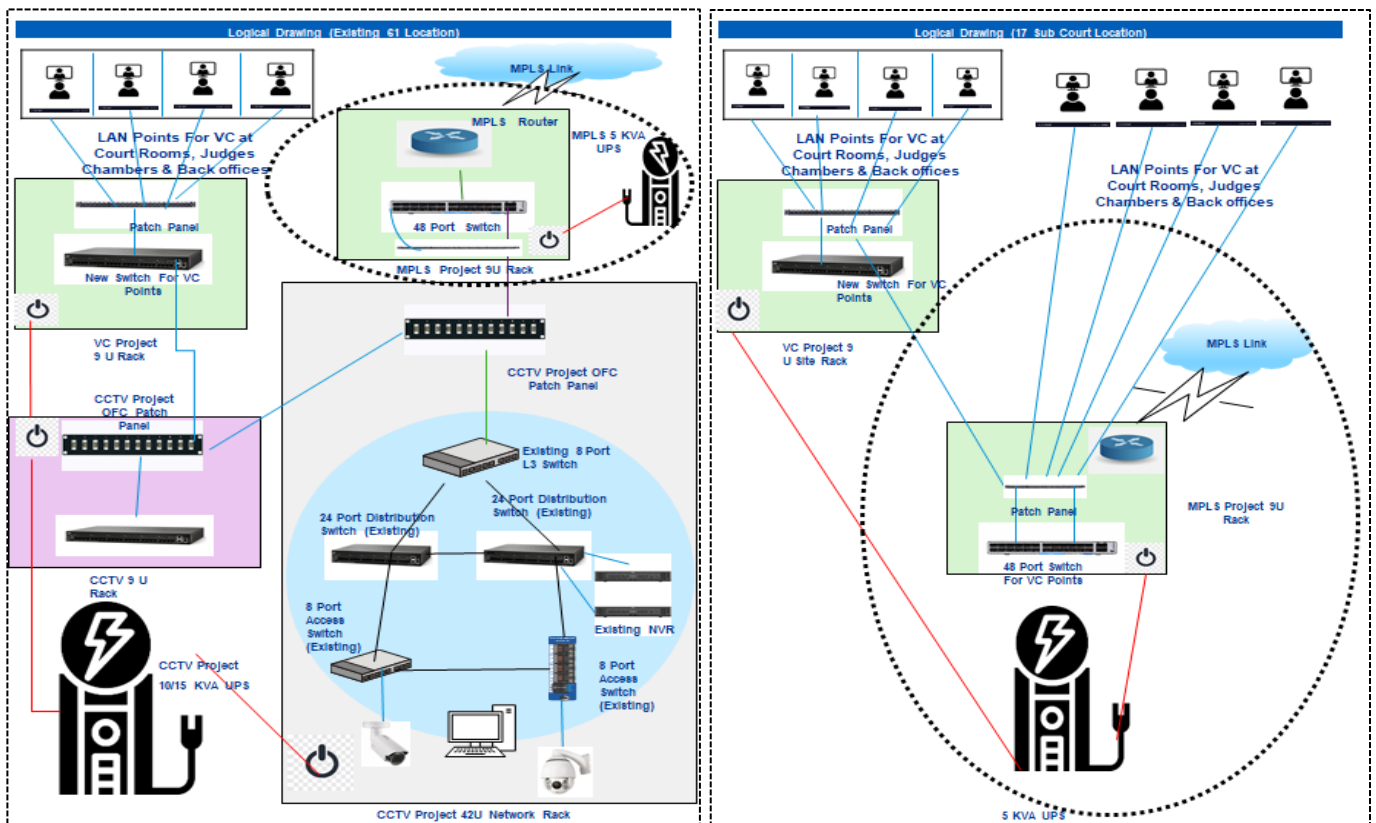
The proposed LAN at each court shall cover the court rooms, chamber of presiding officers and 10 additional nodes for administrative area for District Courts and 5 additional nodes for sub-divisional courts. The new installation and integration with existing LAN setup of CCTV surveillance system includes but not limited to the following tentative work:

- (a) Supply of all necessary Hardware & software
- (b) Indoor UTP Cable Laying through PVC Pipe, Casing including all materials.
- (c) Laying and Termination of CAT6 UTP and OFC Cables. All cabling must be “structured”. The Installation of passive components shall include installation of Light Interconnect Units (LIUs), Patch cords, connectors etc. required to complete the work
- (d) Installation of IO/Crimping/Patch Panel/ Rack/ Switch etc and System Integration.
- (e) Installation of all Active Components.
- (f) Integration and configuration of all passive components.
- (g) Minor electrical works including UPS Power tapping from the nearest source etc. required for powering the active component
- (h) Provide Network Documentation (hard and soft copy).
- (i) All the CD’s, operational manuals, stationery and similar accessories made available by Equipment vendor would be handed over by the Successful bidder(s) to BSEDC after installation work is over.
- (j) Labelling of Cables, I/Os, Jack Panel, Switches for new connections
- (k) Repair/Refurnishing work owing to damage caused due to cabling or any other work related to this Project. There should not be any hanging or uncovered wire.
- (l) The Bidder shall be responsible for providing all materials, equipment’s, and services, specified or otherwise, which are required to fulfil the intent of ensuring operability, maintainability, and reliability of the complete equipment covered under this specification within his quoted price. This work shall be in compliance with all applicable standards, statutory regulations and safety requirements in force of the date of award of this contract.
- (m) The bidder shall also be responsible for deputing qualified personnel for installation, testing, commissioning and other services under his scope of work as per this specification. All required tools and tackles for completing the scope of work as per the specification is also the responsibility of the bidder.
- (n) The installation of equipment’s shall be accepted only after installation tests are over.
- (o) During installation of LAN, the bidder should ensure day-to-day functioning

of official work and existing network setup/connectivity/internet. Connectivity should not get disrupted.

- (p) The scope covers pre-dispatch inspection / testing(optional), packing and forwarding, transportation, insurance and carrying out further activities at sites viz. unloading, storage, (space to be provided by the owner) further handling, erection, testing and commissioning including successful completion of acceptance tests and any other services specified.
- (q) Scope of Work shall also include
- Powering on active equipment after ensuring correctness of terminations interfaces and power supply and making the system ready for testing and commissioning.
 - Support BSEDC in configuration of all active items in the existing NMS.
 - Testing of LAN Cables after laying, terminations and ferruling at both the ends. All testing tools and instruments shall be brought by the bidder and taken back after the testing.
 - Configuration of the equipment as per the requirements of BSEDC including Network segmentation and Network Monitoring through network management s/w.
 - Site acceptance tests to establish satisfactory performance of the equipment's as per specs.
 - Assistance for familiarization and operation of the installed system & services for 5 years after acceptance of system.
 - Any other work required for making the network functional up to the satisfaction of BSEDC

4.1. Expected Design



4.2. Project duration

- (a) The entire work including Supply, Installation, Integration, Testing and Commissioning should be completed within 30 days of releasing the work order.
- (b) The entire documentation and testing reports should be submitted within 7 days after completion of work.
- (c) Final acceptance certificate will be issued by BSEDC only after completing the points mentioned above.
- (d) It also includes the warranty and maintenance for a period of 5 years from the date of FAT.

4.3. Acceptance Certificate

- (e) On successful completion of the work as per the ‘Scope of work’ of this tender document, the Successful bidder(s) shall request to BSEDC for issue of ‘Final Acceptance Certificate (FAT)’ for the work carried under this contract.
- (f) The complete work shall be subject to inspection by Experts. The performance of the system as a whole will be tested to comply with the acceptable standards and norms as per the ‘Scope of work’.
- (g) On successful testing of the system the bidders will be issued the ‘Final Acceptance Certificate’. In case any deficiencies are noticed during the inspection, the bidder will be liable to make good the deficiency failing which the ‘Final Acceptance Certificate’ will not be issued.

- (h) The bidder will be entitled to submit its bill for payment only when 'Final Acceptance Certificate' is issued by BSEDC

4.4. Payment Terms

- (a) 80% site-wise payment on Supply, Installation & commissioning of all the items at the site.
- (b) 20%. Payment shall be paid in equal QGR for a period of 5 years from the date of FAT of the project after necessary deduction of Penalty.
- (c) Quantities mentioned under BoM, as per Financial bid are approximate only. So, the successful bidder should supply items as per the actual requirement. The payment will be made only for actual/supply installed/ utilized quantities & installation at the site.

4.5. Deliverables & Timelines

SL. No.	Project Activities	Baseline Timeline (in Week) T= Date of issue of LOI
1.	Supply of Cables, Conduits & other Passive items	T+1 Week
2.	Delivery of remaining hardware (100% as per site requirement)	T+3 Week
3.	Installation and commissioning of the required Hardware and Software on all sites	T+4 Weeks
4.	Final Acceptance Test	T + 6 Week
5.	Warranty & Maintenance	60 Months from Date of FAT

4.6. Service Level Agreement

4.6.1. Pre-implementation SLAs

If the Successful bidder(s) fails to complete the execution of works or any section by the time for completion, within the relevant time prescribed, then the Successful bidder(s) shall pay liquidated damages to BSEDC at the rate of the 0.5 % of contract value for per week of delay or part thereof subject to maximum of 10% of the contract value. BSEDC may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Successful bidder(s). The payment or deduction of such damages shall not relieve the Successful bidder(s) from his obligation to complete the Works, or from any other of his obligations and liabilities under the contract.

4.6.2. Post-implementation SLAs

SL. No.	Fault Resolution-SLA	Time allocated	Penalty (in % percentage)
1.	Call Resolution (in case of non-hardware failure)	<8 hrs.	0%
		>8 hrs. <16 hrs.	1% of the unit hardware cost
		>16 hrs < 24 hrs	2% of the unit hardware cost
		> 24 hrs < 48 hrs.	5% of the unit hardware cost
		> 48 hrs	10 % of unit hardware cost
2.	Hardware repair/replacement	< 48 hrs	0%
		>48 hrs, < 60 hrs	1% of the unit hardware cost
		> 60 hrs < 72 hrs	2% of the unit hardware cost
		>3 Days <5 Days	5% of the unit hardware cost

		> 5 Days	10 % of the QGR value
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Note:

- Maximum penalty shall not be more than 10% of Contract value during the entire Contract period.
- SLA monitoring shall be governed by NMS and MIS reports. Automated calls shall be logged in NMS solution and ticket generated which shall be shared to an email id provided. Successful bidders(s) need to close the calls and intimate so that the ticket can be closed.
- For each service call (in case of non-hardware failure), separate penalty shall be calculated. However, the total penalty values shall not be greater than 10 % of the QGR value.
- For each hardware failure, separate penalty shall be calculated. However, the total penalty values shall not be greater than 10 % of the QGR value.

4.7.Indemnity

The bidder shall indemnify and keep indemnified BSEDC against all losses and claims for injuries and damages to any person or property whatsoever which may arise out of or in consequence of the construction or maintenance of the work and against all claims, demands, proceedings, damages, costs, changes, expenses whatsoever in respect thereof in relation thereto.

4.8.Warranty & Maintenance

- All devices as per BoM should have comprehensive onsite warranty for 5 years from the date of FAT.
- All ongoing software upgrades for all major and minor releases should be provided during the warranty period.
- Successful bidder(s) should ensure maintenance services & spares (5%) support for 5 years.

4.9.Price Variation

The rates quoted by the bidder shall remain firm throughout the contract period and there shall be no upward revision of the rates quoted by the bidder for any reason whatsoever.

4.10. Termination

Notwithstanding anything elsewhere provided herein and in addition to any other right or remedy available to BSEDC under the contract or otherwise including right of BSEDC to claim compensation for delay, the BSEDC may, without prejudice to the right against Successful bidder(s) in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely determine the Contract. Default or failure by the Successful bidder(s) in any of the under mentioned cases, including but not limited to the following shall be the basis of taking action under this clause of the contract:

- (a) Failure to provide at the job site, sufficient labor, material, equipment, machinery, and / or facilities, required for the proper and / or due execution of the work or any part thereof:
- (b) Failure to execute the works or any of them in accordance with the contract.
- (c) Disobedience of any order or instruction of the Site Supervisor and / or Supervisor-

in-charge.

- (d) Negligence in carrying out the work or carrying out of work found to be unsatisfactory by the Supervisor-in-charge / BSEDC.
- (e) Abandonment of the works or any part thereof.
- (f) If the Successful bidder(s) is incapable of carrying out the work.
- (g) If the Successful bidder(s) misconduct in any manner.
- (h) If there is any change in the constitution of the Successful bidder(s) (if a firm) or in the circumstances or organization of the Successful bidder(s), which is detrimental to the interests of BSEDC.
- (i) Dissolution of the Successful bidder(s) (If a firm or commencement of liquidation) or winding up (whether voluntary or compulsory) of the Successful bidder(s) (if a company or appointment of a receiver or Manager of any of the Successful bidder(s)'s assets and / or insolvency or the Successful bidder(s) (if a sole proprietorship) or of any partner of the Successful bidder(s) (if a firm).
- (j) Delay in execution of work, which in opinion of BSEDC shall delay the completion of work beyond the stipulated date of completion.
- (k) Distress, execution, or other legal process being levied on or upon any of the Successful bidder(s) goods and /or assets.
- (l) If the Successful bidder(s) of any person employed by him shall make or offer for any purpose connected with the contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent to BSEDC. The decision of the Secretary, BSEDC as to whether any of the events/ contingencies mentioned in aforesaid clauses entitling BSEDC to terminate the contract has occurred shall be final and binding upon the Successful bidder(s). The reason for the termination stated in the notice of termination shall be final and binding upon the Successful bidder(s) and shall be non-arbitral. The jobs left however by the Successful bidder(s) shall be got done at his risk and cost through the other agencies and the Contract shall be determined accordingly.

4.11. Force majeure

The right of the Successful bidder(s) to proceed with the work shall not be terminated because of any delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Successful bidder(s), including but not limited to acts of God, or of the public enemy, restraints of a sovereign state, floods, unusual severe weather conditions.

4.12. Arbitration

All disputes arising out of this contract shall be referred to the Managing Director, BSEDC whose decision shall be final and binding on both parties.

4.13. Jurisdiction of Dispute

All disputes under this contract shall be subject to the jurisdiction of Patna High Court.

4.14. Special terms and Condition

In view of office memorandum F.No.6/18/2019-PPD dated 23rd July, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, all

tenderers, vendors or service provider should comply to the restrictions under rule 144 (xi) of General Financial Rules (GFRs). If any of the bidder fail to comply then their bids shall be rejected. Bidders to provide certificate regarding compliance as per Annex III of the above order.

5. BILL OF MATERIAL**a. Switch and 9U Rack BOQ-**

Sl. No.	Name of Court	Type of Court	Total No. of Court Rooms	Total No. of Court Office	Total LAN Port Requirement per court considering extra nodes per location	8 Port PoE (Access Switch)	24 Port POE Switch	40 LAN Nodes Available from MPLS Switch	Rack (9U) with Network Accessories
			No.	No.	No.	No.	No.	No.	
1	Masaurhi	SC	15	15	35	2	2	40	2
2	Paliganj	SC	2	2	9	0	0	40	0
3	Patna	DC	55	55	120	4	8	40	8
4	Danapur	SC	36	36	77	2	5	40	5
5	Barh	SC	11	11	27	2	2	40	2
6	Patna City	SC	16	16	37	2	2	40	2
7	Hilsa	SC	26	26	57	4	4	40	4
8	Biharsarif	DC	37	37	84	2	3	40	3
9	Araria	DC	25	25	60	2	4	40	4
10	Arwal	SC	5	5	15		0	40	0
11	Aurangabad	DC	27	27	64	2	3	40	3
12	Daud Nagar	SC	5	5	15		0	40	0
13	Banka	DC	19	19	48	2	3	40	3
14	Begusarai	DC	29	29	68	3	5	40	5
15	Birpur	DC	4	4	18	1	1	40	1
16	Bettiah	SC	25	25	55	4	6	40	6
17	Bagaha	SC	11	11	27	2	2	40	2
18	Narkatiaganj	DC	5	5	20	1	1	40	1
19	Bhabua	DC	22	22	54	2	2	40	2
20	Bhagalpur	SC	37	37	79	4	6	40	6
21	Nabgachia	DC	11	11	32	1	1	40	1
22	Ara	DC	34	34	78	2	3	40	3
23	Buxar	DC	30	30	70	2	3	40	3
24	Darbhanga	SC	22	22	49	3	5	40	5
25	Benipur	SC	8	8	21	2	2	40	2
26	Motihari	DC	47	47	104	2	3	40	3
27	Dhaka (Sikrahna)	SC	4	4	13		0	40	0
28	Areraj	SC	2	2	9		0	40	0
29	Gaya	DC	43	43	96	3	6	40	6
30	Sherghati	SC	6	6	17		0	40	0
31	Gopalganj	DC	31	31	72	2	3	40	3
32	Jamui	DC	22	22	54	2	2	40	2
33	Katihar	DC	37	37	84	2	3	40	3
34	Khagaria	DC	31	31	72	2	3	40	3
35	Gogri	SC	2	2	9		0	40	0
36	Udakishangunj	DC	4	4	18	1	1	40	1
37	Kishanganj	DC	20	20	50	2	4	40	4
38	Lakhisarai	DC	27	27	64	2	4	40	4

Sl. No.	Name of Court	Type of Court	Total No. of Court Rooms	Total No. of Court Office	Total LAN Port Requirement per court considering extra nodes per location	8 Port PoE (Access Switch)	24 Port POE Switch	40 LAN Nodes Available from MPLS Switch	Rack (9U) with Network Accessories
			No.	No.	No.	No.	No.	No.	No.
39	Madhepura	SC	17	17	39	2	2	40	2
40	Madhubani	DC	21	21	52	2	4	40	4
41	Benipatti	SC	6	6	17	0	0	40	0
42	Jhanjharpur	DC	7	7	24	2	2	40	2
43	Munger	DC	25	25	60	2	4	40	4
44	Muzaffarpur	DC	49	49	108	2	6	40	6
45	Jehanabad	DC	24	24	58	1	3	40	3
46	Nawada	DC	27	27	64	2	4	40	4
47	Purnea	DC	37	37	84	3	5	40	5
48	Sasaram	SC	30	30	65	4	5	40	5
49	Bikramganj	DC	12	12	34	2	3	40	3
50	Saharsa	DC	20	20	50	2	4	40	4
51	Samastipur	SC	29	29	63	4	4	40	4
52	Rosra	SC	9	9	23		0	40	0
53	Dalsingsarai	SC	7	7	19	0	0	40	0
54	Shahpur Patori	DC	2	2	14	1	1	40	1
55	Chhapra	DC	34	34	78	3	4	40	4
56	Seikhpura	DC	16	16	42	2	2	40	2
57	Sheohar	DC	21	21	52	2	3	40	3
58	Sitamarhi	DC	29	29	68	3	4	40	4
59	Siwan	DC	51	51	112	5	8	40	8
60	Supaul	SC	31	31	67	4	4	40	4
61	Vaishali	DC	38	38	86	2	4	40	4
62	Kahalgaon	SC	5	5	15	1	1	40	1
63	Banmankhi	SC	5	5	15	1	1	40	1
64	Dhamdaha	SC	5	5	15	1	1	40	1
65	Vaishi	SC	5	5	15	1	1	40	1
66	Barsoi	SC	5	5	15	1	1	40	1
67	Dehri	SC	5	5	15	1	1	40	1
68	Biraul	SC	5	5	15	1	1	40	1
69	Raxaul	SC	5	5	15	1	1	40	1
70	Poopri	SC	5	5	15	1	1	40	1
71	Belsand	SC	5	5	15	1	1	40	1
72	Jagdishpur	SC	5	5	15	1	1	40	1
73	Piro	SC	5	5	15	1	1	40	1
74	Dumrao	SC	5	5	15	1	1	40	1
75	Majhaul	SC	10	10	25	1	1	40	1
76	Bakhri	SC	5	5	15	1	1	40	1
77	Ballia	SC	5	5	15	1	1	40	1
78	Teghra	SC	5	5	15	1	1	40	1

Sl. No.	Name of Court	Type of Court	Total No. of Court Rooms	Total No. of Court Office	Total LAN Port Requirement per court considering extra nodes per location	8 Port PoE (Access Switch)	24 Port POE Switch	40 LAN Nodes Available from MPLS Switch	Rack (9U) with Network Accessories
			No.	No.	No.	No.	No.	No.	No.
79	Sonpur	SC	5	5	15	1	1	40	1
Total			1425	1425	3240	137	59	3160	196
Spare Qty @5% for Switches						7	3		
Grand Total						144	62		196

b. BoM for Passive items

Sl. No	Name of Court	Type of Court	LC-LC Style Single mode Duplex Patch Cord, 3 Meters	CAT6 I/O	Single faceplate, Square shuttered type	Square back box	Cat 6 UTP Patch Cord, LSZH, ETL, 1 Mtr	Cat 6 UTP Patch Cord- LSZH, ETL, 2 Mtrs	24 Port CAT6 UTP Patch Panel - loaded, rear cable	UTP CAT 6	PVC pipe (of medium mechanical strength) for UTP laying
			No.	No.	No.	No.	No.	No.	No.	No.	Mtr.
1	Masaurhi	SC	6	35	35	35	39	39	4	1600	1600
2	Paliganj	SC	2	9	9	9	13	13	2	560	560
3	Patna	DC	18	120	120	120	119	119	10	4800	4800
4	Danapur	SC	12	77	77	77	71	71	7	2880	2880
5	Barh	SC	6	27	27	27	31	31	4	1280	1280
6	Patna City	SC	6	37	37	37	41	41	4	1680	1680
7	Hilsa	SC	10	57	57	57	61	61	6	2480	2480
8	Biharsarif	DC	8	84	84	84	79	79	5	3200	3200
9	Araria	DC	10	60	60	60	59	59	6	2400	2400
10	Arwal	SC	2	15	15	15	19	19	2	800	800
11	Aurangabad	DC	8	64	64	64	63	63	5	2560	2560
12	Daud Nagar	SC	2	15	15	15	19	19	2	800	800
13	Banka	DC	8	48	48	48	47	47	5	1920	1920
14	Begusarai	DC	12	68	68	68	61	61	7	2480	2480
15	Bettiah	DC	4	18	18	18	53	53	3	2160	2160
16	Bagaha	SC	14	55	55	55	31	31	8	1280	1280
17	Narkatiaganj	SC	6	27	27	27	17	17	4	720	720
18	Bhabua	DC	4	20	20	20	53	53	3	2160	2160
19	Bhagalpur	DC	6	54	54	54	84	84	4	3360	3360
20	Nabgachia	SC	14	79	79	79	23	23	8	960	960
21	Aarah	DC	4	32	32	32	77	77	3	3120	3120
22	Buxar	DC	8	78	78	78	69	69	5	2800	2800
23	Darbhangha	DC	8	70	70	70	49	49	5	2000	2000
24	Benipatti	SC	12	49	49	49	21	21	7	880	880
25	Benipur	SC	6	21	21	21	25	25	4	1040	1040

Sl. No	Name of Court	Type of Court	LC-LC Style Single mode Duplex Patch Cord, 3 Meters	CAT6 I/O	Single faceplate, Square shuttered type	Square back box	Cat 6 UTP Patch Cord, LSZH, ETL, 1 Mtr	Cat 6 UTP Patch Cord- LSZH, ETL, 2 Mtrs	24 Port CAT6 UTP Patch Panel - loaded, rear cable	UTP CAT 6	PVC pipe (of medium mechanical strength) for UTP laying
			No.	No.	No.	No.	No.	No.	No.	Mtr.	Mtr.
26	Motihari	DC	8	104	104	104	101	101	5	4080	4080
27	Dhaka	SC	2	13	13	13	17	17	2	720	720
28	Areraj	SC	2	9	9	9	13	13	2	560	560
29	Gaya	DC	14	96	96	96	95	95	8	3840	3840
30	Sherghati	SC	2	17	17	17	21	21	2	880	880
31	Gopalgunj	DC	8	72	72	72	67	67	5	2720	2720
32	Jamui	DC	6	54	54	54	53	53	4	2160	2160
33	Katihar	DC	8	84	84	84	83	83	5	3360	3360
34	Khagaria	DC	8	72	72	72	71	71	5	2880	2880
35	Gogri	SC	2	9	9	9	13	13	2	560	560
36	Kishanganj	DC	4	18	18	18	49	49	3	2000	2000
37	Lakhisarai	DC	10	50	50	50	63	63	6	2560	2560
38	Madhepura	DC	10	64	64	64	43	43	6	1760	1760
39	Udakishangunj	SC	6	39	39	39	17	17	4	720	720
40	Madhubani	DC	10	52	52	52	51	51	6	2080	2080
41	Jhanjharpur	SC	2	17	17	17	23	23	2	960	960
42	Munger	DC	6	24	24	24	55	55	4	2240	2240
43	Muzaffarpur	DC	10	60	60	60	107	107	6	4320	4320
44	Jehanabad	DC	14	108	108	108	57	57	8	2320	2320
45	Nawada	DC	8	58	58	58	63	63	5	2560	2560
46	Purnea	DC	10	64	64	64	83	83	6	3360	3360
47	Sasaram	DC	12	84	84	84	67	67	7	2720	2720
48	Bikramganj	SC	12	65	65	65	33	33	7	1360	1360
49	Saharsa	DC	8	34	34	34	43	43	5	1760	1760
50	Samastipur	DC	10	50	50	50	67	67	6	2720	2720
51	Shahpur Patori	SC	10	63	63	63	13	13	6	560	560
52	Rosra	SC	2	23	23	23	27	27	2	1120	1120
53	Dalsingsarai	SC	2	19	19	19	23	23	2	960	960
54	Chhapra	DC	4	14	14	14	77	77	3	3120	3120
55	Seikhpura	DC	10	78	78	78	41	41	6	1680	1680
56	Sheohar	DC	6	42	42	42	47	47	4	1920	1920
57	Sitamarhi	DC	8	52	52	52	67	67	5	2720	2720
58	Siwan	DC	10	68	68	68	105	105	6	4240	4240
59	Supaul	DC	18	112	112	112	71	71	10	2880	2880
60	Birpur	SC	10	67	67	67	17	17	6	720	720
61	Vaishali	DC	10	86	86	86	91	91	6	3680	3680
62	Kahalgaon	SC	4	15	15	15	19	19	3	800	800
63	Banmankhi	SC	4	15	15	15	19	19	3	800	800
64	Dhamdaha	SC	4	15	15	15	19	19	3	800	800

Sl. No	Name of Court	Type of Court	LC-LC Style Single mode Duplex Patch Cord, 3 Meters	CAT6 I/O	Single faceplate, Square shuttered type	Square back box	Cat 6 UTP Patch Cord, LSZH, ETL, 1 Mtr	Cat 6 UTP Patch Cord- LSZH, ETL, 2 Mtrs	24 Port CAT6 UTP Patch Panel - loaded, rear cable	UTP CAT 6	PVC pipe (of medium mechanical strength) for UTP laying
			No.	No.	No.	No.	No.	No.	No.	No.	Mtr.
65	Vaishi	SC	4	15	15	15	19	19	3	800	800
66	Barsoi	SC	4	15	15	15	19	19	3	800	800
67	Dehri	SC	4	15	15	15	19	19	3	800	800
68	Biraul	SC	4	15	15	15	19	19	3	800	800
69	Raxaul	SC	4	15	15	15	19	19	3	800	800
70	Poopri	SC	4	15	15	15	19	19	3	800	800
71	Belsand	SC	4	15	15	15	19	19	3	800	800
72	Jagdishpur	SC	4	15	15	15	19	19	3	800	800
73	Piro	SC	4	15	15	15	19	19	3	800	800
74	Dumrao	SC	4	15	15	15	19	19	3	800	800
75	Majhaul	SC	4	25	25	25	19	19	3	800	800
76	Bakhri	SC	4	15	15	15	19	19	3	800	800
77	Ballia	SC	4	15	15	15	19	19	3	800	800
78	Teghra	SC	4	15	15	15	19	19	3	800	800
79	Sonpur	SC	4	15	15	15	19	19	3	800	800
Total			550	3240	3240	3240	3480	3480	354	143120	143120

**Passive item quantity is tentative. The successful bidders shall be paid as per final BOQ.*

c. Services BoM

Sl. No.	Name of Court	Type of Court	Electrical wires for electrical cabling and electrical Accessories from all 9U racks	Electrical wires for electrical cabling with MCB & MCB Mounting Box and other electrical Accessories for 5KVA UPS	UTP Cable laying	Termination - Patch Panel End & End Point	UTP Channel Testing	Installation & configuration of Switch	Materials Delivery Charges
			Lot	Lot	Mtrs	Node	Node	Switch	Lot
1	Masaurhi	SC	2	1	1600	38	38	2	1
2	Paliganj	SC	0	1	560	12	12	0	1
3	Patna	DC	8	1	4800	118	118	8	1
4	Danapur	SC	5	1	2880	70	70	5	1
5	Barh	SC	2	1	1280	30	30	2	1
6	Patna City	SC	2	1	1680	40	40	2	1
7	Hilsa	SC	4	1	2480	60	60	4	1
8	Biharsarif	DC	3	1	3200	78	78	3	1
9	Araria	DC	4	1	2400	58	58	4	1
10	Arwal	SC	0	1	800	18	18	0	1
11	Aurangabad	DC	3	1	2560	62	62	3	1
12	Daud Nagar	SC	0	1	800	18	18	0	1
13	Banka	DC	3	1	1920	46	46	3	1
14	Begusarai	DC	5	1	2480	60	60	5	1

Sl. No.	Name of Court	Type of Court	Electrical wires for electrical cabling and electrical Accessories from all 9U racks	Electrical wires for electrical cabling with MCB & MCB Mounting Box and other electrical Accessories for 5KVA UPS	UTP Cable laying	Termination - Patch Panel End & End Point	UTP Channel Testing	Installation & configuration of Switch	Materials Delivery Charges
			Lot	Lot	Mtrs	Node	Node	Switch	Lot
15	Bettiah	DC	1	1	2160	52	52	1	1
16	Bagaha	SC	6	1	1280	30	30	6	1
17	Narkatiaganj	SC	2	1	720	16	16	2	1
18	Bhabua	DC	1	1	2160	52	52	1	1
19	Bhagalpur	DC	2	1	3360	82	82	2	1
20	Nabgachia	SC	6	1	960	22	22	6	1
21	Aarah	DC	1	1	3120	76	76	1	1
22	Buxar	DC	3	1	2800	68	68	3	1
23	Darbhanga	DC	3	1	2000	48	48	3	1
24	Benipatti	SC	5	1	880	20	20	5	1
25	Benipur	SC	2	1	1040	24	24	2	1
26	Motihari	DC	3	1	4080	100	100	3	1
27	Dhaka	SC	0	1	720	16	16	0	1
28	Areraj	SC	0	1	560	12	12	0	1
29	Gaya	DC	6	1	3840	94	94	6	1
30	Sherghati	SC	0	1	880	20	20	0	1
31	Gopalgunj	DC	3	1	2720	66	66	3	1
32	Jamui	DC	2	1	2160	52	52	2	1
33	Katihar	DC	3	1	3360	82	82	3	1
34	Khagaria	DC	3	1	2880	70	70	3	1
35	Gogri	SC	0	1	560	12	12	0	1
36	Kishanganj	DC	1	1	2000	48	48	1	1
37	Lakhisarai	DC	4	1	2560	62	62	4	1
38	Madhepura	DC	4	1	1760	42	42	4	1
39	Udakishangunj	SC	2	1	720	16	16	2	1
40	Madhubani	DC	4	1	2080	50	50	4	1
41	Jhanjharpur	SC	0	1	960	22	22	0	1
42	Munger	DC	2	1	2240	54	54	2	1
43	Muzaffarpur	DC	4	1	4320	106	106	4	1
44	Jehanabad	DC	6	1	2320	56	56	6	1
45	Nawada	DC	3	1	2560	62	62	3	1
46	Purnea	DC	4	1	3360	82	82	4	1
47	Sasaram	DC	5	1	2720	66	66	5	1
48	Bikramganj	SC	5	1	1360	32	32	5	1
49	Saharsa	DC	3	1	1760	42	42	3	1
50	Samastipur	DC	4	1	2720	66	66	4	1
51	Shahpur Patori	SC	4	1	560	12	12	4	1
52	Rosra	SC	0	1	1120	26	26	0	1
53	Dalsingsarai	SC	0	1	960	22	22	0	1
54	Chhapra	DC	1	1	3120	76	76	1	1
55	Seikhpura	DC	4	1	1680	40	40	4	1
56	Sheohar	DC	2	1	1920	46	46	2	1
57	Sitamarhi	DC	3	1	2720	66	66	3	1
58	Siwan	DC	4	1	4240	104	104	4	1
59	Supaul	DC	8	1	2880	70	70	8	1

Sl. No.	Name of Court	Type of Court	Electrical wires for electrical cabling and electrical Accessories from all 9U racks	Electrical wires for electrical cabling with MCB & MCB Mounting Box and other electrical Accessories for 5KVA UPS	UTP Cable laying	Termination - Patch Panel End & End Point	UTP Channel Testing	Installation & configuration of Switch	Materials Delivery Charges
			Lot	Lot	Mtrs	Node	Node	Switch	Lot
60	Birpur	SC	4	1	720	16	16	4	1
61	Vaishali	DC	4	1	3680	90	90	4	1
62	Kahalgaon	SC	1	1	800	18	18	1	1
63	Banmankhi	SC	1	1	800	18	18	1	1
64	Dhamdaha	SC	1	1	800	18	18	1	1
65	Vaishi	SC	1	1	800	18	18	1	1
66	Barsoi	SC	1	1	800	18	18	1	1
67	Dehri	SC	1	1	800	18	18	1	1
68	Biraul	SC	1	1	800	18	18	1	1
69	Raxaul	SC	1	1	800	18	18	1	1
70	Poopri	SC	1	1	800	18	18	1	1
71	Belsand	SC	1	1	800	18	18	1	1
72	Jagdishpur	SC	1	1	800	18	18	1	1
73	Piro	SC	1	1	800	18	18	1	1
74	Dumrao	SC	1	1	800	18	18	1	1
75	Majhaul	SC	1	1	800	18	18	1	1
76	Bakhri	SC	1	1	800	18	18	1	1
77	Ballia	SC	1	1	800	18	18	1	1
78	Teghra	SC	1	1	800	18	18	1	1
79	Sonepur	SC	1	1	800	18	18	1	1
Total Unit			196	79	143120	3240	3240	196	79

Note: The above BoQ is tentative. The successful bidders shall be paid as per actuals.

6. TECHNICAL SPECIFICATIONS

6.1.8-Port PoE Switch

#	Technical Specifications	Compliance
1	Switch must be enterprise grade in 1 RU form-factor	
	Interface	
2	Minimum 8 x 10/100/1000 Base-T ports and minimum 2x1G SFP Ports for uplink populated from Day1	
3	Should support for PoE/PoE+ on all ports with PoE budget of 120W	
	Performance	
4	Switch shall have minimum 20 Gbps of switching fabric and 14 Mpps of forwarding rate.	
5	Shall have minimum 15 K MAC Addresses and 256 active VLANs.	
6	Switch should support IPv4 multicast routes, IGMP groups	
7	Switch Need to support IPv4/MAC security ACEs	
8	Switch will support Jumbo Ethernet frame from day 1	
	Functionality	
9	Should support minimum IEEE Standards of Ethernet: 802.3ab(1000BASE-T)	
10	Switch should support DHCP, Auto Negotiation	
11	Must have the capabilities to enable automatic configuration of switch ports as devices connect to the switch for the device type.	
12	Should support management CLI and web UI over SNMP, RJ-45 or USB console access	
13	Switch should support enhanced QoS like Egress rate limiting, Eight egress queues per port, Voice VLAN, WRR (weighted round Robin)	
14	Operating Temperature range: 0 to +45 degC	
	Safety and compliance	
15	IEC 60950/EN 60950, IEC 60825-1/2 LaserIEEE802.3EMI, EMC, CE, RoHS	
	Security Features	
16	Should support Access Control Lists (ACLs), DHCP snooping, Guest VLAN, IEEE802.1x based port authentication, RADIUS/TACACS+, SSL, SSH, port mirroring, NTP, BPDU, STP Root Guard, Dynamic ARP, Switch should EAL2/EAL3/NDDP or equivalent certification	
17	Should have dynamic ARP inspection, DHCP snooping	

6.2.24-Port PoE Switch

#	Technical Specifications	Compliance
1	Switch must be enterprise grade in 1 RU form-factor	
	Interface	
2	Minimum 24 x 10/100/1000 Base-T ports and minimum 2x1G SFP Ports for uplink populated from Day1	
3	Should support for PoE/PoE+ on all ports with PoE budget of 370W	
	Performance	
4	Switch shall have minimum 56 Gbps of switching fabric and 40 Mpps of forwarding rate.	
5	Shall have minimum 15 K MAC Addresses and 256 active VLANs.	
6	Switch should support IPv4 multicast routes, IGMP groups	
7	Switch Need to support IPv4/MAC security ACEs	
8	Switch will support Jumbo Ethernet frame from day 1	
	Functionality	
9	Should support minimum IEEE Standards of Ethernet: 802.3ab(1000BASE-T)	

10	Switch should support DHCP, Auto Negotiation	
11	Must have the capabilities to enable automatic configuration of switch ports as devices connect to the switch for the device type.	
12	Should support management CLI and web UI over SNMP, RJ-45 or USB console access	
13	Switch should support enhanced QoS like Egress rate limiting, Eight egress queues per port, Voice VLAN, WRR (weighted round Robin)	
14	Operating Temperature range: 0 to +45 degC	
	Safety and compliance	
15	IEC 60950/EN 60950, IEC 60825-1/2 LaserIEEE802.3EMI, EMC, CE, RoHS	
	Security Features	
16	Should support Access Control Lists (ACLs), DHCP snooping, Guest VLAN, IEEE802.1x based port authentication, RADIUS/TACACS+, SSL, SSH, port mirroring, NTP, BPDU, STP Root Guard, Dynamic ARP Switch should EAL2/EAL3/NDDP or equivalent certification	
17	Should have dynamic ARP inspection, DHCP snooping	

OEM Criteria for Passive Networking items.		Compliance
1	OEM must provide declaration on conformity of all the passive components to the following standards: a) TIA/EIA 568-2.D ; b) TIA/EIA 568-3.D ; c) ISO/IEC 11801	
2	OEM must be a member in the TIA and BICSI organization. OEM shall have RCDD certified manpower in India for design support and validation. Certificate is Mandatory	
3	OEM should have valid ISO 9001 and ISO 14001 certificate on Design, development and manufacture of SW and HW solutions for communication networks.	
4	All the products must have RoHS Compliance and from one OEM	

6.3.CAT6 UTP LSZH cable

#	Technical Specification	Compliance
1	4 Pair Cable with integral cross -member pair separator for uniform characteristic impedance.	
2	Category 6 Unshielded Twisted 4 Pair 100 Ω cable shall be compliant with ANSI/TIA/EIA-568-D-2018 Additional ISO/IEC 11801-1 and ISO/IEC 61156-5	
	Suitable for 10GBase-T applications in acc. with IEEE 802.3an up to 500 MHz and 55 m. Transmission Performance Specification for 4 Pair 100Ω an guaranteed up to 1G	
3	Category 6 UTP cables shall extend between the work area location and its associated telecommunications closet and consist of 4 pair, UTP CM cable with LSZH jacket.	
4	Conductor: Solid Copper, 0.555+0.01mm (23AWG), OD - 6.0 ± 0.2mm	
5	Jacket: LSZH - Flammability Test IEC 60332-3-1 complied, Color- Grey/Blue, Acid Gas Emission Test IEC 60754-1, Smoke Density Test IEC 61034	
6	<i>Should be ETL certified and 4 Channel ETL Verified as per TIA 568-C.2 or latest - Certificate Mandatory</i>	

6.4.CAT6 UTP RJ 45 Keystone Jack

#	Technical Specification	Compliance
1	RJ45 Jack of Category 6, for the establishing of transmission channels of class E with up to 4 plugged connections, complies with Category 6 requirements of the standards ISO/IEC 11801:2nd edition, EN 50173-1, DIN EN 50173-1: 2002 as well as ANSI/TIA/EIA 568-B.2-1, de-embedded tested in acc. with IEC 60603-7 (603-7), interoperable and backwards compatible with Cat.5e and Cat.5.	
2	Suitable for 10GBase-T applications in acc. with IEEE 802.3an up to 500 MHz and 55 m.	

3	Compatible with RJ standard plugs (RJ11, RJ12, RJ45), PCB- and tool-based connection of installation cables AWG 24 – 22 (0.5 mm – 0.65 mm) and flexible cables AWG 26/7 – AWG 22/7.	
4	IDC termination should feature nil crossover in acc. with EIA/TIA 568-A/B, gold-plated bronze contacts for >750 mating cycles, >200 insertion cycle	
5	Should be 3rd Party certified - UL Listed and ETL / Delta	

6.5.Faceplate

#	Technical Specification	Compliance
1	Should be UK style Keystone-type Faceplates are available in 1, 2 & 4 port configurations	
2	Should support Work with both Flush and Wall mount box	
3	Should support Operating Temperature: -10~+60; Storage Temperature: -40~+68; Humidity: 10%~90% RH	
4	<i>Material: ABS, UL 94V-0; Spring: SUS304; Surface Finish: Polished</i>	

6.6.Patch Cord, U/UTP 4P, Cat.6, length 1/ 2/3 Meter

#	Technical Specification	Compliance
1	Standardization: Compliant with Cat.6, Class E requirements: ISO/IEC 11801 2nd Edition Compliant with Cat.6 component standards IEC 60603-7-4 and 60603-7-5	
2	Cable shield: U/UTP, LSZH, Stranding: 7 x 0.20 mm (24 AWG)	
3	Cable overall diameter: 6.5±0.2 mm	
4	Jacket: LSZH with 6 different color options	

6.7.19" 1U 24/48 port unshielded Patch Panel

#	Technical Specification	Compliance
1	Patch panel should be modular design, must be able to populate up to 24/48 UTP keystone-type jacks in 1U, unloaded with 24 keystones to be loaded or as per BOQ	
2	Patch panel should be Enhanced with cable strain relief with retention tray; It should be single metal both front panel and rear tray	
3	Material: sub-rack made of Aluminum	
4	Standard: Conforms to IEC-60603-7 (603-7) for keystone-type, Snap-On apertures	

6.8.Patch Cord, LC, Duplex, SM, G657A1/A2, PC, LSZH

#	Technical Specification	Compliance
1	Cable: LC-LC 9/125µm OS2 Single mode Duplex Patch Cord Length: 3mtrs	
2	Connectors: The optical fiber patch leads shall comprise of Single mode 9/125µm fiber with 2XLC type fiber connectors terminated at each end of fiber patch cord.	
3	Insertion loss should be better than 0.35 dB, Connector Loss: 0.30dB(max)	
4	Jacket Material: LSZH complying to IEC 61034-1 & 2, IEC-60332-1, IEC-60754-1 & 2	
5	Attenuation: 1310/1550: 0.36/0.22 dB/KM	

6.9.9U/12URack

#	Technical Specification	Compliance
1	It Should Provide 9U Usable Space for installation of network equipment. It should be min width 600mm and Depth 600mm.	
2	It should provide One Cable Manager and one PDU with Six number of 6/16 Amp Indian Standard Socket, include Single Pole / Screw Mountable / 16 Amp MCB, also include 3 Pin Plug with Power Cable 2.5 sq.mm 3 meter cable for input power. It should provide One pocket of screw and nuts (installation accessories)	
3	Manufacturer should have ISO 9001-2008, Certifications with UL Listed/ Equivalent global standard & ROHS complied, or Indian equivalent Certificates needed to be submitted.	

4	Rack must be provided with double fan. Fan should be of AC 230V with flow volume of at least 90CFM	
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Note: Bidder may propose multiple OEMS make/model with the matching specification for meeting their timeline.

7. Financial Proposal Format

A. Supply Part						
Sl. No.	Line of Items	UoM	Quantity	Rate (INR)	Taxes (INR)	Total (INR)
1	8 Port PoE Access Switch	No.	137			-
2	24 Port PoE Access Switch	No.	59			-
3	Rack (9U/12U) with Network Accessories	No.	196			-
4	LC-LC Style Singlemode Duplex Patch Cord, 3 Meters	No.	550			-
5	CAT6 I/O	No.	3240			-
6	Single faceplate, Square shuttered type	No.	3240			-
7	Square back box	No.	3240			-
8	Cat 6 UTP Patch Cord, LSZH, ETL, 1 Mtr	No.	3480			-
9	Cat 6 UTP Patch Cord-LSZH, ETL, 2 Mtrs	No.	3480			-
10	24 Port CAT6 UTP Patch Panel - loaded, rear cable management	No.	354			-
11	UTP CAT 6	Mtr.	143120			-
12	PVC pipe (of medium mechanical strength) for UTP laying	Mtr.	143120			-
Total of A						-

B. Installation/Erection/Services Part						
Sl. No.	Line of Items	UoM	Quantity	Rate (INR)	Taxes (INR)	Total (INR)
1	Electrical wires for electrical cabling and electrical Accessories fro all 9U racks	Lot	196			-
2	Electrical wires for electrical cabling with MCB & MCB Mounting Box and other electrical Accessories for 5KVA UPS	Lot	79			-
3	UTP Cable laying	Mtrs	143120			-
4	Termination - Patch Panel End & End Point	Node	3240			-
5	UTP Channel Testing	Node	3240			-
6	Installation & configuration of Switch	Switch	196			-
7	Materails Delivery Charges	Lot	79			-
Total of B						-
Grand Total (A+B) inclusive of Taxes						-

Annexure A: List of District & Sub-Divisional Courts

Sl. No	Name of Court	Type of Court
1	Masaurhi	SC
2	Paliganj	SC
3	Patna	DC
4	Danapur	SC
5	Barh	SC
6	Patna City	SC
7	Hilsa	SC
8	Biharsarif	DC
9	Araria	DC
10	Arwal	SC
11	Aurangabad	DC
12	Daud Nagar	SC
13	Banka	DC
14	Begusarai	DC
15	Bettiah	DC
16	Bagaha	SC
17	Narkatiaganj	SC
18	Bhabua	DC
19	Bhagalpur	DC
20	Nabgachia	SC
21	Aarah	DC
22	Buxar	DC
23	Darbhanga	DC
24	Benipatti	SC
25	Benipur	SC
26	Motihari	DC
27	Dhaka	SC
28	Areraj	SC
29	Gaya	DC
30	Sherghati	SC
31	Gopalganj	DC
32	Jamui	DC
33	Katihar	DC
34	Khagaria	DC
35	Gogri	SC
36	Kishanganj	DC
37	Lakhisarai	DC
38	Madhepura	DC
39	Udakishangunj	SC

Sl. No	Name of Court	Type of Court
40	Madhubani	DC
41	Jhanjharpur	SC
42	Munger	DC
43	Muzaffarpur	DC
44	Jehanabad	DC
45	Nawada	DC
46	Purnea	DC
47	Sasaram	DC
48	Bikramganj	SC
49	Saharsa	DC
50	Samastipur	DC
51	Shahpur Patori	SC
52	Rosra	SC
53	Dalsingsarai	SC
54	Chhapra	DC
55	Seikhpura	DC
56	Sheohar	DC
57	Sitamarhi	DC
58	Siwan	DC
59	Supaul	DC
60	Birpur	SC
61	Vaishali	DC
62	Kahalgaon	SC
63	Banmankhi	SC
64	Dhamdaha	SC
65	Vaishi	SC
66	Barsoi	SC
67	Dehri	SC
68	Biraul	SC
69	Raxaul	SC
70	Poopri	SC
71	Belsand	SC
72	Jagdishpur	SC
73	Piro	SC
74	Dumrao	SC
75	Majhaul	SC
76	Bakhri	SC
77	Ballia	SC
78	Teghra	SC
79	Sonpur	SC

DC: District Court

SC: Sub-Divisional Court

Annexure 1: Instructions for Pre-Qualification Bid

Form 1: Bid Cover Letter

To

Subject: Supply, Installation, Commissioning & Testing of LAN for District & Sub-divisional courts in Bihar

Ref : Tender No: XXXXXXXXXX Dated: XX/XX/XXXX

Sir/ Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the Appointment of an Agency for implementation of Supply, Installation, Commissioning & Testing of LAN for District & Sub-divisional courts in Bihar.

We attach hereto our responses to pre-qualification requirements and technical & commercial proposals as required by the RFP. 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 Govt. of Bihar 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 the department in its short-listing 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 RFP document and agree to abide by this tender response for a period of 180 days from the date fixed for bid opening. 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 RFP. We also herewith express our willingness to subject to BSEDC's conditionality's regarding manpower recruitments (required for the project), change of hands of management and declaring upfront the source of funding for the project.

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.

Dated this Day of 2020

(Signature)

(In the capacity of) (Name)

Duly authorized to sign the Tender Response for and on behalf of: (Name and Address of Company) Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

Form 2: Checklist for the documents to be included in the Pre-Qualification

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
1.	Bid Covering Letter		
2.	Power of attorney / board resolution to the authorized Signatory of the Bid		
3.	E.M.D. of Rs. 8,00,000/-		
4.	Particulars of the Bidders (in the format given in Annexure 7.3 & 7.4)		
5.	Copy of Certificate of Incorporation		
6.	Copy of Audited Balance Sheet for last 3 years		
7.	Copy of the audited Profit & Loss Statements for each of the last 3 financial years		
8.	Certificate from the Chartered Accountant towards net worth of the company as on 31/03/2019		
9.	Certificate from the Chartered Accountant towards Revenue of the firm from IT & ITES related business from last 3 financial years		
10.	Appraisal letter from the lead banker giving the <ul style="list-style-type: none"> • Financial position of the firm • Liquidity position, • Credit facility enjoyed by the firm, • present working capital • Any other financial aspects 		
11.	Certified copies of valid PAN documents		
12.	Copy of GST registration		
13.	Statement of Deviation from the RFP Requirements (Format given in Annexure 2, Form 7)		

Form 3: Format to share Organizational Profiles

Sr. No	Description	Details (to be filled by the responder to the RFP)
1.	Name of the company	
2.	Official address	
3.	Phone No. and Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. and Fax No.	
6.	Web Site Address	
7.	Details of Company's Registration (Please enclose copy of the company registration document)	
8.	Name of Registration Authority	
9.	Registration Number and Year of Registration	
10.	Quality Certificates (ISO 9001/SEI CMMI) and its validity	
11.	GST registration No.	
12.	Permanent Account Number (PAN)	
13.	Company's Revenue for last 3 years (Year wise)	
14.	Company's Profitability for the last 3 years (Year wise)	

Please submit the relevant proofs for all the details mentioned above along with your Bid response. Contact Details of officials for future correspondence regarding the bid process

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
Fax		
E-mail		

Form 4: Formats to share Bidder details

Name of the Bidder		
Heading1	Sub – Heading	
Financial Capability	Overall turnover for FY 2017-18, FY 2018-19, FY 2019-2020 (in INR crores)	
	Turnover from Surveillance projects for FY 2017-18, FY 2018-19, FY 2019-20 (in INR crores) #	
	Turnover from IT/ITES related business for FY 2015-16, FY 2016-17, FY 2017-18 (in INR crores) #	
	Profit for FY 2017-18, FY 2018-19, FY 2019- 2020 (in INR crores)	
	Net Worth as on March 31, 2020 (in INR crores) #	
* List of the Projects	1.	
considered for LAN / Wi-Fi / IP based CCTV / IP phones /OFC in the last 7 years	2.	
	3.	

Please submit CA Certification IT/ITES Business Turnover and Net Worth. Also attach the Auditor Certified financial statements for the last three financial years; FY 2017-18, FY 2018-19, FY 2019-2020.

Annexure 2 – Formats of Technical Bid

Form 1: Undertaking on Total Responsibility

Tender Ref.

Date:

To:

Managing Director,

Bihar State Electronics Development Corporation (BELTRON)

BELTRON Bhawan

Shastri Nagar Patna –

800023

Dear Sir,

Sub: Self certificate regarding Total Responsibility

This is to certify that we undertake total responsibility for the successful and defect free operation of the proposed Project, as per the requirements and terms and condition of the RFP for Supply, Installation, Commissioning & Testing of LAN for District & Sub-divisional courts in Bihar.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organisation)

Name :

Designation :

Date :

Seal :

Business Address:

Form 2: Particulars of the Bidder

Details of the Bidder		
1	Name of the Bidder	
2	Address of the Bidder	
3	Status of the Company (Public Ltd/ Pvt. Ltd)	
4	Details of Incorporation of the Company	Date:
		Ref. No
5	Details of Commencement of Business	Date:
		Ref. No
6	Permanent Account Number (PAN)	
7	GST registration No.	
8	Name & Designation of the contact person to whom all references shall be made regarding this tender	
9	Telephone No. (with STD Code)	
10	Fax No. (with STD Code)	
11	E-Mail of the contact person	
12	Website	

Form 3: Manufacturers'/Producers' Authorization Form

(This form must be provided by the OEMs of the products proposed.)

Tender Ref.

Date:

To:

Managing Director,
Bihar State Electronics Development Corporation (BELTRON)
BELTRON Bhawan
Shastri Nagar Patna –
800023

Dear Sir,

Subject: OEM Authorization Letter for NIT No. BSEDC /xxxx/2020 dated xx.xx.2020

We, (name and address of the manufacturer) who are established and reputed manufacturers of having factories at (addresses of manufacturing locations) do hereby authorize (name of the bidders & address of the manufacturer) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment manufactured by us.

Yours
faithfully,

For and on behalf of M/s (Name of the manufacturer) Signature Name
Designation
Address Date
Directorate Seal

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it. The Bidder should complete the below given table with details of all OEMs as proposed for this assignment.

Item	Name of OEM and brand/ Make	Model no.

Form 3A: No Malicious Code Undertaking Letter

Date:

To
Managing Director,
Bihar State Electronics Development Corporation (BELTRON)
BELTRON Bhawan,
Shastri Nagar, Patna,
Bihar, 800023.

Dear Sir,

Sub: Undertaking for No Malicious Code for RFP no. BSEDC/.../. for Supply, Installation, Commissioning & Testing of LAN for District & Sub-divisional courts in Bihar dated xx-xx- 2019.

Over and above all our earlier conformations and submissions as per your requirements of the RFP, we confirm that,

1. All proposed hardware and software components in scope of supplies when shipped by __, does not contain embedded malicious code that would activate procedures to: -
 - a) Inhibit the desired and designed function of the equipment.
 - b) Cause physical damage to the user or equipment during the exploitation.
 - c) Tap information in the equipment/networks.
2. We, _____ will be considered to be in breach in case physical damage or malfunctioning is caused due to activation of any such malicious code in embedded software and thus be liable to repair, replace or refund the price of the infected software if reported (or, upon request, return) to the party supplying the software to Customer, if different than _____

Place:

Date

Seal and signature of the bidder

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

Form 4: Undertaking of Service Level Compliance

Tender Ref.

Date:

To:
Managing Director,
Bihar State Electronics Development Corporation (BELTRON)
BELTRON Bhawan
Shastri Nagar
Patna – 800023

Sub: Undertaking on Service Level Compliance

Dear Sir,

1. I/We as Implementing Agency do hereby undertake that we shall monitor, maintain, and comply with the service levels stated in the RFP to provide quality service to BSEDC.
2. However, if the proposed resources and ICT components are found to be insufficient in meeting the RFP and/or the service level requirements given by BSEDC, then we will augment the same without any additional cost to BSEDC.

Yours faithfully,

(Signature of the Authorized signatory of the Bidding Organization

Name :

Designation :

Date :

Seal :

Business Address:

Form 5: Undertaking on Exit Management and Transition

Tender Ref.

Date:

To:
Managing Director,
Bihar State Electronics Development Corporation (BELTRON)
BELTRON Bhawan
Shastri Nagar
Patna – 800023

Sub: Undertaking on Exit Management and Transition

Dear Sir,

1. I/We hereby undertake that at the time of completion of our engagement with the BSEDC, either at the End of Contract or termination of Contract before planned Contract Period for any reason, we shall successfully carry out the exit management and transition of this Project to the BSEDC or to an agency identified by BSEDC to the satisfaction of the BSEDC. I/We further undertake to complete the following as part of the Exit management and transition:
 - a. We undertake to complete the updating of all Project documents and other artefacts and handover the same to BSEDC before transition.
 - b. We undertake to design standard operating procedures to manage system (including application and IT systems), document the same and train BSEDC personnel on the same.
 - c. If BSEDC decides to take over the operations and maintenance of the Project on its own or identifies or selects any other agency for providing operations & maintenance services on this Project, then we shall provide necessary handholding and transition support, which shall include but not be limited to, conducting detailed walkthrough and demonstrations for the IT Infrastructure, handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the ICT components , conducting Training sessions etc.
2. I/We also understand that the Exit management and transition will be considered complete based on approval from BSEDC.

Yours faithfully,
(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Seal :

Business Address:

*Form 6: Declaration that the bidder has not been blacklisted
(To be submitted on the Letterhead of the responding agency)*

Tender Ref.

Date:

To,
Managing Director,
Bihar State Electronics Development Corporation (BELTRON)
BELTRON Bhawan
Shastri Nagar
Patna – 800023

Sub: Self Declaration of not been blacklisted in response to the RFP <<**>>**

Dear Sir,

We confirm that our company, _____, is not blacklisted in any manner whatsoever by any of the State/UT and/or central government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as on date __/__/.

Place:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note: The Bidder shall necessarily provide a copy of Board resolution/'Power of Attorney' authorizing the signatory for signing the Bid on behalf of the Bidder in its Pre-Qualification Bid.

Form 7: Statement of Deviation from Requirement Specifications

Tender Ref.

Date:

To,
Managing Director,
Bihar State Electronics Development Corporation (BELTRON)
BELTRON Bhawan
Shastri Nagar
Patna – 800023

Reference: Tender Number Dated

Sir,

There are no technical deviations (null deviations) from the requirement specifications of tendered items and schedule of requirements. The entire work shall be performed as per your specifications and documents. OR *(Strike out whatever is not applicable)* Following is the exhaustive list of technical deviations and variations from the requirement specifications of tendered items and schedule of requirements. Except for these deviations and variations, the entire work shall be performed as per your specifications and documents.

S. No.	Section No.	REQ No.	Page No.	Statement of deviations and variations
1.				
2.				

Authorized Signatory

Name: Designation:

Seal:

Form 8: Statement of Deviation from Tender Terms and Conditions

Tender Ref.

Date: dd/mm/yyyy

To,
Managing Director,
Bihar State Electronics Development Corporation (BELTRON)
BELTRON Bhawan
Shastri Nagar
Patna – 800023

Sir,

There are no deviations (null deviations) from the terms and conditions of the tender. All the terms and conditions of the tender are acceptable to us.

OR (*Strike out whatever is not applicable*)

Following are the deviations from the terms and conditions of the tender. These deviations and variations are exhaustive. Except these deviations and variations, all other terms and conditions of the tender are acceptable to us.

S. No.	Section No.	Page No.	Para	Statement of deviations and variations
1.				
2.				

Authorized Signatory Name:

Designation:

Seal:

Form 9: Warranty Certificate

(On the bidder's Letterhead)

Tender Ref.

Date: dd/mm/yyyy

To,
Managing Director,
Bihar State Electronics Development Corporation (BELTRON)
BELTRON Bhawan
Shastri Nagar
Patna – 800023

Sir,

We warrant that the equipment(s) supplied under the contract would be newly manufactured, free from all encumbrances, defects and faults in material or workmanship or manufacture, shall be of the highest grade and quality, shall be consistent with the established and generally accepted standards for materials of the type ordered, shall be in full conformity with the specifications, drawings of samples, if any, and shall operate as designed. We shall be fully responsible for its efficient and effective operation. We also warrant that the services provided under the contract shall be as per the Service Level Agreement (SLA) with BSEDC. This warranty shall survive inspection of and payment for, and acceptance of the Equipment and Services and shall expire only after 5 years after their successful installation and acceptance by BSEDC.

We warrant that all services to be provided under the contract shall be as per our Service Level Agreement (SLA) with BSEDC. This warranty on services provided shall remain valid for the entire duration of the services contract from the date of acceptance by BSEDC.

The obligations under the warranty expressed above shall include all costs relating to labour, tools, spares, maintenance (preventive as well as unscheduled), and transport charges from site to manufacturer's works / service facilities and back for repair or modification or replacement at site of the equipment or any part of the equipment, which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given by BSEDC to us (bidder). We shall provide on-site support for all the equipment and services supplied hereunder during the period of this warranty (5 years after acceptance for equipment and entire service period for services).

Authorized Signatory

Name :

Designation:

Seal:

Form 10: Undertaking on Office Premises (in firm/ company letter head)

(On the bidder's Letterhead)

Tender Ref.

Date: dd/mm/yyyy

To,
Managing Director,
Bihar State Electronics Development Corporation (BELTRON)
BELTRON Bhawan
Shastri Nagar
Patna – 800023

Sir,

This is to certify that << COMPANY NAME >> has an office in Patna / Bihar. Relevant address proof and supporting documents are enclosed.

Company Secretary /Authorized Signatory Name of Signatory:

Bidder Name:

Place :

Form 11: Performance Guarantee

PERFORMANCE GUARANTEE

Ref:
Bank Guarantee No:
Date:

To
Managing Director,
Bihar State Electronics Development Corporation (BELTRON)
BELTRON Bhawan
Shastri Nagar
Patna – 800023

1. Against contract vide Advance Acceptance of the Tender No. _____ Dated covering “RFP for Supply, Installation, Commissioning & Testing of LAN for District & Sub-divisional courts in Bihar” (hereinafter called the said 'contract') entered into between BELTRON, Government of Bihar, (hereinafter called the Purchaser) and M/s. _____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at(hereinafter called the Bidder) this is to certify that at the request of the Bidder we (name of the Bank / Branch) a body corporate constituted under the Banking Companies [Acquisition and Transfer of Undertakings] Act, 1970 and having its, Registered Office at..... and a branch office atare holding in trust in favour of the Purchaser, an amount of Rs (Rupees.....only) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether by any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We (Name of the Bank /Branch)further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till hereinafter called the said date and that if any claim accrues or arises against us(Name of the Bank /Branch) by virtue of this guarantee before the said date, the same shall be enforceable against us(Name of the Bank/Branch) notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us(Name of the Bank/Branch) by the Purchaser before the said date. Payment under this guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we.....(Name of the Bank /Branch) undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.
6. We(Name of the Bank / Branch) further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, (Name of the Bank / Branch) shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder. Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed of Rs..... (Rupees in words only). ii). The Bank Guarantee shall be valid up to ; and;

iii) We..... (Name of the Bank / Branch) are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before XX/XX/XXXX

Authorised Signatory of the Bank

Signature

Full name/designation/ Address of the official and date

WITNESS NO. 1

Signature

Full name/designation/ Address

WITNESS NO. 2

Signature

Full name/designation/ Address

Form 12: Bank Guarantee for Earnest Money Deposit

To,
Managing Director,
Bihar State Electronics Development Corporation (BELTRON)
BELTRON Bhawan
Shastri Nagar
Patna – 800023

Whereas <Name of the bidder> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <RFP Number> dated <Date> for <Name of the assignment> (hereinafter called "the Bid") to BSEDC Know all Men by these presents that we < > having our office at <Address> (hereinafter called "the Bank") are bound unto BSEDC (hereinafter called "the Purchaser") in the sum of Rs. <Amount in figures> (Rupees <Amount in words> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <Date>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form;
or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - (a) *Withdraws his participation from the bid during the period of validity of bid document; or*
 - (b) *Fails or refuses to participate in the subsequent Tender process after having been short listed;*

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <insert date> and including <extra time over and above mandated in the RFP> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <Amount in figures> (Rupees <Amount in words> only)
- II. This Bank Guarantee shall be valid upto <insert date>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <insert date>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank) Seal:

Date:
