

Short Tender Notice:
Internet Leased Line Connectivity For 1 MBPS (1:1) to
MGIRI Campus
(T.no.1/2011-12) Extended

Invitation for sealed tenders from registered ISP for Internet Leased Line Connectivity of 1 MBPS (1:1) using OFC Technology/Wimax Technology to be terminated at MGIRI Wardha has been extended till 3PM on 22/04/2011 .All the biddings (including earlier received) will be opened at 3.30PM on same day. More details in www.mgiri.org . EMD Rs.10000 mandatory.

Mahatma Gandhi Institute for Rural Industrialization
(A National Institute Under Min. of MSME)
Maganwadi, Wardha-442001, MS.Ph.07152-253512
Ministry of MSME Toll free: 1800 180 6763

Mahatma Gandhi Institute for Rural Industrialization

(A National Institute under the Ministry of Micro, Small and Medium Enterprises, Govt. of India)

NOTICE INVITING TENDER **WARDHA**

Tender No. : 1/2011-12 Dated: 31.03.2011

Last date of receipt of tender: 11.04.2011

TENDER ENQUIRY IN TWO BID SYSTEM

Sealed tenders are invited in two separate covers as follows for items as per the attached specifications.

Item: Internet Leased Line Connectivity for 1 Mbps (1:1) using OFC Technology / Wimax Technology) at to be terminated in MGIRI, Wardha.

Delivery Required By: 01-04-2011

Pre Qualification Criteria: Vendors having adequate experience in Internet Leased Line Connectivity at Wardha for 1 Mbps (1:1) using OFC Technology / Wimax Technology are eligible to quote.

1. Technical Bid:

Technical Specifications with terms and conditions of supply, deviation sheet and un - priced Copy of bid in **DUPLICATE** and EMD (Earnest Money Deposit) in one sealed cover duly Super scribed 'Technical Bid'.

2. Price Bid:

Price alone in both figures and words, in the other sealed cover duly super scribed 'Price Bid'.

Each cover must be clearly marked with Title, Number and Date of the tender enquiry and last date of receipt of tender.

Tenderer shall clearly certify that the items quoted strictly conform to the specifications, deviations if any, should be clearly indicated on a separate deviation sheet.

:2:

Tenders shall be accompanied by Earnest Money Deposit of Rs.10, 000/- (Rupees Ten Thousand Only) in the form of crossed demand draft drawn in favor of 'Director MGIRI, Wardha.' payable at Wardha. Tender not accompanied by Earnest Money Deposit are liable to be rejected.

The offer should be valid for a minimum period of three months.

MGIRI reserves the right to accept or reject any or all tenders and also the right to place orders for full or part quantities or distribute amongst various bidders without assigning any reason whatsoever.

In case you are not in a position to make a suitable offer please return the enclosures.

Tenders to be addressed to: The Director
MGIRI, Maganwadi
WARDHA-442001
Maharashtra
Phone No: +91-7152-253512/3
Fax No: +91-7152-240328

- Enclosures: 1. Scope of Supply & Technical Specifications as Annexure - I
2. General Purchase Conditions of MGIRI as Annexure - II
3. Check List as Annexure – III

Scope of supply and Technical specifications for Internet Leased Line for 1 Mbps (1:1) using OFC Technology / Wimax technology

S.no	Description	Duration	Annual Charges
1.	OFC / Wireless Local Loop Charges	12 months	
2.	Internet Port 1 MBPS (1:1) Charges	12 months	
3.	One time hardware & installation charges (if any)		
4.	Local Wireless Network Maintenance including components	12 Months	

The contractor shall provide 1Mbps (1:1) connectivity to MGIRI which will be used for providing dedicated internet connectivity for web-enabled applications, mail messaging internet surfing and VOIP to the users on the LAN/ Wireless located in its office in Wardha.

The dedicated radio connectivity will be used by MGIRI not only for data transfer but also for data, voice and video.

The contractor shall provide all necessary equipment required to be installed at the premises of MGIRI as well as at his premises to make the system completely functional to make full use of the bandwidth provided. Necessary License required need to be obtained by contractor. MGIRI will give permission to use the terrace required for installing antenna.

The contractor shall provide backup Line to ensure uninterrupted functioning of web-enabled applications, mail messaging as well as internet access in the event of failure of radio connectivity. The contractor shall provide free internet dial up time when the connectivity is not available.

Minimum 3 nos. of static IP addresses shall be provided.

:2:

Terms & Conditions

- Hardware supplies will cover the maintenance for life
- backup line shall be provided
- Service level agreement (SLA) will be signed with MGIRI for providing internet bandwidth uptime of not less than 99.5 % and Contractor shall not raise the bill for the time link is down.
- Institute reserves all rights regarding cancellation / omitting of items (s) of the tender at any stage of tendering process without assigning any reasons.
- The cost of the items shall be inclusive of all the taxes.
- The decision of the Purchase Committee will be final if any dispute arises during opening or finalisation of the quotations.
- Cost involved in the commissioning of the items would be borne by the party.
- Tender should be in two bids
 - Technical bid includes: Form I / Manual / Leaflets / catalogues with product specification and CST / VAT certificates / Customer list / terms and conditions etc.
 - Financial bid includes: Form II / prices / quotation of items.
- Supply & commissioning period shall be two weeks from the date of work order.

Payment Terms

- 90% of the one time hardware charges shall be payable after installation of the equipments.
- Balance 10% of the one time hardware charges shall be payable after the expiry of warranty period.
- Annual Recurring charges shall be payable on monthly basis at the end of the month.

All other terms & Conditions shall be as per General Purchase Conditions of MGIRI.

Director
Date: 31/03/2011

Mahatma Gandhi Institute for Rural Industrialization

(A National Institute under the Ministry of Micro, Small and Medium Enterprises, Govt. of India)

GENERAL PURCHASE CONDITIONS

1. Definition

- 1.1 The Buyer means MGIRI, an Institute in India and having its registered office at Mahatma Gandhi Institute for Rural Industrialization, Maganwadi, and Wardha
- 1.2 Supplier' means the tenderer whose tender has been accepted and shall include his its/their heirs, executors, administrators or successors and permitted agents as the case may be.
- 1.3 'Purchase Order' means the letter of memorandum, communicating to the supplier, the acceptance of his tender and includes an advance acceptance of his tender.
- 1.4 'Consignee' means where the stores are required by the purchase order to be despatched by rail, road, air or steamer, the person specified in the Purchase Order to whom they are to be delivered at the destination, where the stores are required by the Purchase Order to be delivered to a person as an interim consignee for the purpose of despatch to another person, such other person and in any other case the person to whom the stores are required by the Purchase Order to be delivered in the manner specified therein.
- 1.5 'Inspectors': Inspectors deputed by BUYER.

2. Terms & Expressions

Terms & expressions not herein defined shall have the same meanings as assigned to them in the Indian Sales of Goods Act, 1930, Indian Contract Act, 1872 and General Clause Act, 1897.

3. Prices

Prices accepted by the BUYER shall be considered as firm and not subject to escalation due to any variations in the prices of materials, labour and/or any other reasons whosoever which may occur while the order is being carried out.

4. Payment Terms

Unless otherwise agreed upon between the parties, payment for delivery of the stores will be made on submission of bills in accordance with instruction given in the purchase order by a cheque or demand draft in accordance with the following procedure.

:2:

- 4.1 90% of the price of the equipment/material shall be paid on proof of despatch to the consignee through bank or delivery to an interim consignee, if any, and on production of Inspection Note issued by the Inspector, Maker's Test Certificate, the number and date of the Railway receipt, postal receipt, bill of lading or consignment note under which the goods charged for in the bill are despatched by rail, post, sea or air respectively and the number and date of the letter with which such railway receipt, post receipt, bill of lading shall also be attached to the bill and in the case of stores despatched by post, the postal receipt shall be attached in original to the bill. The bank charges shall be borne by the supplier.
- 4.2 Balance 10% of price of equipment/material shall be released within 30 days after expiry of the warranty period as per Clause No. 17.

5. Insurance to be arranged by BUYER.

6. Inspection, Checking, Testing

The stores covered by the Purchase Order shall be subject to preliminary inspection and testing at any time prior to shipment and/or despatch and final inspection within a reasonable time after arrival at the place of delivery. The Inspector shall have the right to carry out the inspection and testing which include raw materials at manufacturer's work and at the time of actual despatch before and after completion of packing.

The supplier shall inform the BUYER at least 21 days in advance of the exact place, date and time of rendering the stores for required inspection, provide free access to Inspectors during normal working hours at supplier's or his/its sub-supplier's works and places at their disposal, internal test reports, material/component test certificates, approved drawings and all useful means of performing, checking, marking, testing, inspection and final stamping at his own expenses. Stores offered without internal testing shall be treated as a lapse on the part of supplier.

If, after receiving inspection call from the supplier/manufacturer the inspector on reaching the works finds that the equipment/materials offered for inspection is not fully ready or fails to meet vital requirements, it will be deemed to be a fake inspection call. Issue of a fake inspection call shall be treated as a serious lapse on the part of the supplier.

In the event of rejection of stores due to defective workmanship/material/design or fake inspection call, the stores would be offered for re-inspection at the earliest. The BUYER shall have the right to deduct the cost of re-inspection from the supplier's invoices.

:3:

Even if inspections and tests are fully carried out, supplier shall not be absolved to any degree from their responsibilities to ensure that stores supplied, comply strictly with requirements, of the purchase order at the time of delivery, inspection on arrival at site, after its erection or start-up and guarantee period.

In any case, the stores must be strictly in accordance with the Purchase order failing which the BUYER shall have the right to reject goods and hold the supplier liable for non-performance of contract.

7. Maker's Test Certificate:

Maker's Test Certificate shall be supplied by the supplier at the time of inspection. Failure to comply may cause delay in the issue of certificate of inspection and consequent delay in delivery and payment.

8. Packing, Marking and Painting :

A. The stores shall be despatched by the supplier adequately packed in appropriate packing which should be suitable for sea and inland carriage and ensure complete safety of goods from any kind of damage in transport both on sea and land and all equipment should be properly lubricated.

B. Each package shall contain packing list in English. Each packing shall bear the following marking in English, in indelible paint:

(i) Address of the Ultimate Consignee (ii) Address of the Interim Consignee, if any (iii) Name of Railway Station for ultimate and interim consignee, (iv) Supplier's name (v) Name of Equipment (vi) Railway Station from where despatched (vii) Purchase Order No. & Date (viii) Package Number (ix) Gross Weight in Kg (x) Net Weight in Kg. (xi) Outer Dimension in Cms. (xii) TOP' 'Do NOT TURN OVER' 'HANDLE WITH CARE' etc.

The package shall indicate the centre of gravity with a red vertical line, wherever required, together with marking for slings.

The package which cannot be so marked shall have metal tags with the above marking on them.

As far as possible, size of packing's shall remain within the permissible limit allowed by the Indian Railways. If this is not possible, timely information will be given and necessary over dimension sanction obtained.

9. Security Deposit:

The successful tenderer shall be required to furnish security deposit equal to 5% of the value of the contract within 7 days from the date of intimation of the acceptance of Purchase Order for due and proper fulfillment of the contract. The security deposit is to be deposited in the form of unconditional irrevocable bank guarantee from a Nationalised Bank (if from any other bank the bank guarantee should be duly countersigned by State Bank/Reserve Bank). The bank guarantee should remain valid till completion of supplies.

10. Despatch Instructions:

Despatches of stores will be arranged by Public Tariff rates. In case of FOR Station of Despatch stores shall be booked at full wagon rates whenever available and by the most economical route or by most economical tariff available. Failure to do so will render the supplier liable for any avoidable expenditure caused to the BUYER.

11. Assembly, after sales service and training:

IF required by the BUYER the supplier shall be fully responsible for the assembly of the equipment at destination site and completeness of the machinery from the angle of its end use. The supplier shall provide necessary "After Sales Service" and also impart training to the Consignee's staff in the operation and maintenance of the equipment free of cost to the satisfaction of the consignee. Furthermore, all tools and plants particularly heavy cranes, which are generally used as well as semi-skilled and unskilled labour for the assembly of such machinery will be provided by the BUYER free of cost to the supplier with consumable stores, like fuel, oil, lubricants, battery acids, cotton waste, grease etc., free of cost for the purpose of starting the machines, testing and putting them into good working order.

12. Respect of Delivery Date:

The time and delivery date as agreed to between the BUYER and Supplier shall be the essence of the contract. No variation shall be permitted, except with prior authorization in writing from the Buyer. Goods should be delivered securely packed and in good order and conditions at the place and within the time specified for their delivery.

13. Penalty for late deliveries:

The time and date of delivery of stores, materials, equipment as agreed to shall be deemed to be the essence of the contract. In case of delay in execution of the order beyond the date of delivery as agreed to for any reason, the BUYER shall recover from the supplier as penalty a sum equivalent to 0.5% of the value of the entire contract for every week of delay or part thereof limited to an aggregate of 5%.

14. Risk Purchase on Default

In case of default on the part of the supplier to supply all the stores or part thereof covered by the contract upto the standard/specifications within the contractual delivery period stipulated in the contract, the BUYER shall have the right to purchase such stores or other of similar description at the risk and cost of the supplier. However, supplier shall be liable to pay penalty under clause 13 above for resultant delay.

15. Delay due to force majeure

If any time during the continuance of the contract the performance in whole or part by either party on any obligation under the contract shall be prevented or delayed by reason of any war, hostility, explosions, epidemics, quarantine restrictions, or other acts of God, then provided, notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the Director, MGIRI, WARDHA as to whether the deliveries so resumed shall be final and binding on both the parties. In case Force Majeure Condition persists for a period exceeding sixty (60) days, either party may at its option terminate the contract.

BUYER shall be at liberty to take over from the supplier at a price to be fixed by the Director, MGIRI, WARDHA which shall be the final, all unused, undamaged and acceptable material, bought out components and stores in course of manufacture in the possession of the supplier at the time of such termination or portion thereof as the BUYER may deem fit.

16. Rejection, Removal of Rejected Goods and Replacement

In case the testing and inspection at any stage by inspectors reveal that the equipment, material and workmanship do not comply with the specifications and requirements, the same shall be removed by the Supplier at his/its own expenses and risk within the time allowed by the BUYER. The BUYER shall be at liberty to dispose of such rejected goods in such manner as he may think appropriate, in the event the supplier fails to remove the rejected goods within the period as aforesaid.

All expenses incurred by the BUYER for such disposal shall be to the account of the supplier. The freight paid by the BUYER, if any, on the inward journey of the rejected material shall be reimbursed by the supplier to the BUYER before the rejected materials are removed by the Supplier. The supplier will have to proceed with the replacement of that equipment or part of equipment without claiming any extra payment if so required by the BUYER. The time taken for replacement in such event will not be added to the contractual delivery period.

17. Warranty

The supplier shall warrant that every material/plant, machinery and equipment to be supplied be new and free from all defects and faults in design, material, workmanship and manufacture and shall be of the highest quality.

The items should be consistent with the established, recognised or stipulated standards for material of the type usually used for the purpose and in full conformity with the specifications and drawings or samples, if any. Equipment offered must be capable, during operation, of withstanding extreme dusty, wet, humid and sultry conditions. The warranty shall continue notwithstanding inspection, payment, acceptance of tendered equipment and shall expire except in respect of complaints notified to supplier prior to such date within 12 months from the date of commissioning or 18 months from the date of despatch whichever is earlier.

18. Performance Guarantee

The supplier shall guarantee that any/all material used in execution of the Purchase Order shall be in strict compliance with characteristics requirements and specifications agreed upon and that same shall be free from any defects.

The supplier shall guarantee that all material and equipment shall be repaired or replaced as the case may be at his own expense in case the same have been found to be defective in respect of material, workmanship or smooth and rated operation within a period of 12 months after the same has been put in service or 18 months from the date of despatch of last consignment, whichever is earlier. The guarantee period for the replacement parts shall be 12 months starting from the date on which the replacement parts are commissioned. Acceptance by the BUYER or his inspectors of any equipment and materials or their replacement will not relieve the supplier of his/its responsibility concerning the above guarantee.

19. Indemnity

The supplier shall at all times indemnify the BUYER against all claims which may be made in respect of stores for infringement of any right protected by patent, registration of design or trade mark. Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against the BUYER, the BUYER shall notify the supplier of the same and the supplier shall at his own expense either settle any such dispute or conduct any litigation that may arise there from.

The supplier shall not be liable for payment of any royalty, license fee or other expenses in respect of or for making of patents or designs with respect to which he is, according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of the patent or trade mark of fulfillment of the contract.

20. Spare Parts

The supplier shall furnish itemized and priced list of spare parts required for two years normal operation of the equipment along with the quotation

21. Drawings

The supplier shall furnish the general arrangements and dimensional drawings in three sets within four weeks from date of placement of order.

22. Literature of Equipment

Following literature and documents for the equipment shall be supplied in five copies each free of cost along with the equipment,

(a) Operator's instructions (b) Service Manual (c) Illustrated and detailed parts catalogues (d) Specifications (e) A list of service tools required for routine servicing of the equipment.

23. Arbitration

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other questions, claim, right matter or thing whatsoever if any, arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or any contradictions or otherwise concerning the purchase order or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Director (accepting authority) of MGIRI and if the Director is unable or unwilling to act to the sole arbitration some other person shall be appointed by the Director willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of MGIRI. And that he had to deal with matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in disputes or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Director as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as an arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Director as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.

Cases where the amount of award in claim is Rs. 10,000/- (Rupees Ten thousand only) and above, the arbitrator shall give reasons for the award.

Subject as aforesaid the provisions of the arbitration act 1940 or any statutory modification or re-enactment thereof and the rules made there under and for time being in force shall apply to the arbitration proceedings under this clause.

It is a term of the contract that the party invoking arbitration shall specify the disputes or dispute to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The work under the contract shall, if reasonably possible continue during the arbitration proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The arbitrator shall give a separate award in respect of each disputes or difference referred to him.

The avenue of arbitration shall be such place as maybe fixed by the Arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to the contract.

24. Court Jurisdiction

Disputes of any nature that may arise in connection with the execution of the contract shall be subjected to the jurisdiction of courts situated in Wardha only.

Approved

Reviewed

Signature

Signature

FORM I: GENERAL DETAILS OF THE SUPPLIER

S. No.	Aspects	Details		
1.	Name, address and contact details	Name : Address : Email address : Phone no. : Fax no. :		
2.	Regd. With			
	Regd. Details			
3.	PAN Details			
4.	Equipments for which you wish to quote	S. No.	Department	Equipment
		i.		
		ii.		
5.	EMD details			
6.	Institutions who are your clients (attach extra sheet if necessary)			
7.	Are you agreeable to supply under bill discounting scheme (Our bank is SBI, Main Branch , Wardha)			
8.	Any other details			

It is certified that above information and the documents enclosed are correct and if found to be false the tender could be cancelled.

Yours faithfully,

(Signature of Chief of Agency)

Name:

Designation:

FORM II: RATES QUOTED*

Name of the Bidder/Supplier:

S. No.	Item	Specification*	Rate (for delivery at MGIRI)	Tax	Any other	Total	% Advance

Signature of the supplier

*Use separate sheet for each category of items

*Suppliers are welcome to visit the Lab installation sites

Annexure –I
What should be super scribed in each of the 3 covers.

Envelope I :

Technical Bid for “	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">No Stamp</div>
Name of the applicant: Address : Maganwadi,	Submitted to Director, MGIRI, Wardha – 442 001, Maharashtra

Envelope II :

Financial Bid for “	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">No Stamp</div>
Name of the applicant : Address : Maganwadi,	Submitted to Director, MGIRI, Wardha – 442 001, Maharashtra

Envelope III :

Title of the work	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">No Stamp</div>
Tender No.	
Last Date of Submission: _____	
Name of the applicant: Address : Maganwadi,	Submitted to Director, MGIRI, Wardha – 442 001, Maharashtra

Note : Envelope I and Envelope II duly sealed, should be inserted in bigger Envelope III, which may also be sealed and submitted.

