Name of work:- C/o of New Delhi District Court Complex at Rouse Avenue, DDU Marg, New Delhi. (SH: CCTV and Access Control System). (S/w: Providing and fixing additional switches & accessories for Local Area Network).

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<u>PWD</u>

PRESS NOTICE (E-TENDER)

The Executive Engineer (E) Other Project Electrical Division, Western Yamuna Bank, Lok Nayak Setu, I.P. Estate, New Delhi-110002 (E-mail: eeeoped@gmail.com) (Ph 011-23392998) on behalf of the President of India invites online Percentage rate tender in two bid system from Manufacturer/ Authorized service agent / specialized agencies/ firms in the field of LAN system for following work: NIT No: 05/CPM(OP)/PWD/2018-19 Name of Work: - C/o of New Delhi District Court Complex at Rouse Avenue, DDU Marg, New Delhi. (SH: CCTV and Access Control System). (S/w: Providing and fixing additional switches & accessories for Local Area Network). Estimated Cost: Rs. 62,86,928/- Earnest Money: Rs. 1,25,739/- Period of Completion: 60 Days. The Pre- Bid Conference shall be held on 03.07.2018 at 3:00 PM in the Office of CPM(OP), 13th Floor M.S.O. Building, I.P. Estate, New Delhi-110002. Last time & date of submission of bid: 09.07.2018 at 3:00 P.M bid details The forms and other can obtained from the website https://govtprocurement.delhi.gov.in/ID No _____

Not to be published below this line (For News Papers)

Assistant Engineer (E)P OPED, PWD (GNCTD), New Delhi Executive Engineer(E), OPED, PWD, (GNCTD), New Delhi

Assistant Engineer (E)P O/o CPM(OP), PWD (GNCTD), New Delhi Executive Engineer(P),
O/o CPM(OP), PWD, (GNCTD),
New Delhi

Chief Project Manager Other Projects, PWD, New Delhi

GOVERNMENT OF NCT, DELHI PUBLIC WORKS DEPARTMENT

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

The Executive Engineer (E) Other Project Electrical Division Western Yamuna Bank, Lok Nayak Setu, I.P. Estate, New Delhi **(Ph 011-23392998)** on behalf of the President of India invites online Percentage Rate tender in two bid system from specialized agencies/ firms in the field of LAN system for following work:

S.	NIT	Name of work &	Estimated	Earnest	Period of	Last date and	Time and
No.	No.	Location	cost put to	Money	Completi	time of	date of
			bid		on	submission of bid, Original	opening bid
						EMD, Copy of	bid
						receipt for	
						deposition of	
						original EMD & other	
						documents as	
						specified in the	
						press notice.	8
1	2	3	4	5	6	7	
						,	
	6	C/o of New Delhi					
	8-1	District Court Complex					
	201	at Rouse Avenue,	ی				
	/Q/	DDU Marg, New Delhi.	788/	39/-	.0		
	Ϋ́	(SH: CCTV and	Rs. 62,86,928/-	Rs. 1,25,739/-	60 Days	Upto	Upto
1	P)	Access Control	2,8	1,2	0 0	3.00 PM On	3.30 PM On
) V	System). (S/w: Providing and fixing	s. 6	, ,	9	09.07.2018	09.07.2018
	05/CPM(OP)/PWD/2018-19	additional switches &	ř	Œ			
)2/(accessories for Local					
		Area Network).					
		,					

..... *.....To be filled by Executive Engineer (E)

Pre- Bid Conference:

The Pre- Bid Conference shall be held on **03.07.2018 at 03:00 P.M.** in the Office of Chief Project Manager (OP), PWD, 13TH Floor M.S.O. Building, I.P. Estate, New Delhi-110002.

The following will be considered eligible, provided they fulfill the prescribed criteria

Pre-qualification criteria requirements given therein:-

Specialized firms/agencies who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.

- (a) Should have satisfactorily completed the works as mentioned below during the last seven years ending last day of submission of tender. :-
- (i) Three similar works each of value not less than 40% of estimated cost.

or

(ii) Two similar works each of value not less than 60% of estimated cost.

 \circ r

(iii) One similar work of value not less than 80% of estimated cost.

Similar work shall mean works "SITC of LAN equipments."

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of submission of bids.

- b) At the time of submission of Performance Guarantee specialized agency shall submit along with performance guarantee after acceptance of Tender an undertaking from the OEM /Authorized Service Agent indicating:-
 - (i) that the Comprehensive Maintenance shall be executed either by the OEM itself or its authorized service agent.
- 1. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- 2. Press Notice for bidder(s) posted on website shall form of bid document.
- 3. The Bid documents consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website https://govtprocurement.delhi.gov.in free of cost.
- 4. But the bid can only be submitted after deposition of original EMD either in the office of Executive Engineer inviting bids or division office of any Executive Engineer PWD Delhi/CPWD within period of bid submission. (The EMD document shall only be issued from the place in which the office of receiving division office is situated) and uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards EMD in favour of Executive Engineer (E) B-241, PWD, New Delhi, as mentioned in NIT, receipt for deposition of original EMD to division office of any Executive Engineer, PWD Delhi/CPWD and other documents as specified.
- 5. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
- **6.** The intending bidder must have valid digital signature to submit the bid.
- 7. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.

- **8.** Contractor can upload documents in the form of RAR format and PDF format.
- 9. When bid are invited in two /three stages systems and if it is desired to submit revised financial bid it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
- **10.** The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

List of Documents to be scanned and uploaded within the period of bid submission:

- 1. Treasury Challan/Demand Draft/Pay order or Banker`s Cheque /Deposit at Call Receipt/Bank Guarantee of any Scheduled Bank against EMD.
- 2. Copy of receipt for deposition of original EMD issued from division office of any Executive Engineer, PWD Delhi/CPWD (The EMD document shall be issued from the place in which the office of receiving division office is situated.)
- 3. Experience certificates issued by competent authority not the below the rank of Executive Engineer in case of Govt/ PSU work and Regional manager/General manager in case of Private work.(In case of Work in private sector bidders has to upload BOQ, letter of intent, copy of agreement and related TDS certificates). All certificates up loaded must be verifiable.
- 4. Affidavit as per provisions of clause 1.2.1 of CPWD-6.
- 5. Certificate of Registration for GST and acknowledgement of up to date GST return.

Note: Above documents are to be uploaded by putting these document in a single folder and converting in to zip file i.e. .rar format.

..... *.....To be filled by Executive Engineer (E)

Executive Engineer (E), Other Project Electrical Division, PWD, Western Bank, Lok Nayak Setu, New Delhi

- 1. The Executive Engineer of all divisions of PWD, Delhi/CPWD should receive the original EMD for tender of other division.
- 2. The NIT approving authority/EE at the time of issue of NIT shall also fill and upload the following prescribed format of receipt of deposition of original EMD along with NIT:-

Receipt of deposition of original EMD				
(Receipt No/date)				
Name of work: C/o of New Delhi District Court Complex at Rouse Avenue, DDU Marg, New Delhi. (SH: CCTV and Access Control System). (S/w: Providing and fixing additional switches & accessories for Local Area Network).				
1. NIT No. 05/CPM(OP)/PWD/2018-19				
2. Estimate Cost: Rs. 62,86,928 /-				
3. Amount of Earnest Money Deposit: Rs. 1,25,739/-				
4. Last date of Submission of bid: 09.07.2018.				
(*To be filled by NIT approving authority/EE at the time of issue of NIT and uploaded along with NIT)				
1. Name of contractor				
2. From EMD				
3. Amount of Earnest Money Deposit: Rs				
4. Date of Submission of EMD				

- 3. The Executive Engineer receiving EMD in original form shall examine the EMD deposited by the bidder and shall issue a receipt of deposition of earnest money to the agency in a given format uploaded by tender inviting EE. The receipt may be issued by the AE(P)/AE/AAO/Cashier (Where AE(P)/AE/AAO not posted).
- 4. The Executive Engineer receiving original EMD shall also intimate tender inviting Executive Engineer about deposition of EMD by the agency by email/fax/telephonically.
- 5. The original EMD receiving Executive Engineer shall release the EMD after verification from the e-tendering portal website (www.govtprocurement.delhi.gov.in) or from Executive Engineer inviting the tender through E-mail/Fax/Telephonically that the particular contractor is not L-1 tenderer and work is awarded.
- 6. The tender inviting Executive Engineer will call for original EMD of the L-1 tenderer from EMD receiving Executive Engineer immediately.

Executive Engineer (E) PWD, OPED, New Delhi- 02. Email: eeeoped@gmail.com Ph: 011-23392998

Integrity Pact

To,		
M/s,		
,		

Sub: NIT No. 05/CPM(OP)/PWD/2018-19 for the work- C/o of New Delhi District Court Complex at Rouse Avenue, DDU Marg, New Delhi. (SH: CCTV and Access Control System). (S/w: Providing and fixing additional switches & accessories for Local Area Network).

Dear Sir,

It is here by declared that PWD is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the PWD.

Yours faithfully

Executive Engineer

To,

Executive Engineer (E), O.P.E.D., PWD, Western Yamuna Bank, Lok Nayak Setu, I.P. Estate, New Delhi.

Sub C/o of New Delhi District Court Complex at Rouse Avenue, DDU Marg, New Delhi. (SH: CCTV and Access Control System). (S/w: Providing and fixing additional switches & accessories for Local Area Network).

Dear Sir.

I/We acknowledge that PWD is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by PWD. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, PWD shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid is accordance with terms and conditions of the tender/bid. Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of PWD.

INTEGRITY AGREEMENT
This Integrity Agreement is made at* on this* day of*20*
BETWEEN
President of India represented through Executive Engineer (E),OPED, PWD, Western Yamuna Bank I.P. Estate, New Delhi.(Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) AND
(Name and Address of the Individual/firm/Company) Through(Hereinafter referred to as the "Bidder/Contractor" (Details of duly authorized signatory) and which expression shall unless repugnant to the meaning or context hereof include its successors

Preamble

and permitted assigns)

WHEREAS the Principal / Owner has floated the Tender (NIT No. 05/CPM(OP)/PWD/2018-19) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract C/o of New Delhi District Court Complex at Rouse Avenue, DDU Marg, New Delhi. (SH: CCTV and Access Control System). (S/w: Providing and fixing additional switches & accessories for Local Area Network).

Herein after referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, Therefore, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- c) The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed)any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
 - 2) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Sub-contractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ subvendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and Continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Competent Authority, PWD.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

Executive Engineer (E), O.P.E.D., PWD, Western Yamuna Bank, I.P. Estate, New Delhi (For and on behalf of Principal/Owner)	
(For and on behalf of Bidder/Contractor)	
WITNESSES: 1	2(Signature, name and address)

CPWD-6 FOR e-Tendering

- 1. The Executive Engineer (E) Other Project Electrical Division Western Yamuna Bank, Lok Nayak Setu, I.P. Estate, New Delhi (Ph 011-23392998) on behalf of the President of India invites online percentage rate tender in two bid system from Manufacturer/ Authorized service agent /specialized agencies/ firms in the field of LAN system for following work: C/o of New Delhi District Court Complex at Rouse Avenue, DDU Marg, New Delhi. (SH: CCTV and Access Control System). (S/w: Providing and fixing additional switches & accessories for Local Area Network).
 - 1.1 The work is estimated to cost **Rs. 62,86,928/-** This estimate, however, is given merely as a rough guide.
 - 1.2 Details of criteria for eligibility As Indicated in "INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE"
 - 1.2.1 To become eligible, the tenderer shall have to furnish an affidavit on non-judicial estamp paper as under:-
 - I/We undertake and confirm that eligible similar work(s) has /have not been got executed through another contractor on back basis. Further that, if such a violation comes to the notice of department, than I/we shall be debarred for tendering in CPWD and PWD in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount to Earnest Money Deposit/Performance Guarantee (Scanned copy to be uploaded at the time of submission of bid).
- 2. Agreement shall be drawn with the successful bidders on prescribed Form No. **CPWD 7** (or other Standard Form as mentioned) which is available as a Govt. of India Publication and also available on website **www.pwd.gov.in**. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
- 3. The time allowed for carrying out the work will be **60 Days** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
- 4. The site for the work is available.
- The bid document consisting of plans, specifications, the schedule of quantities of various type RENIT of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen and downloaded from website https://govtprocurement.delhi.gov.in free of cost.
- 6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
- 7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.

- 8. When bids are invited in three stage system and if, it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the tender submitted earlier shall become invalid.
- 9. Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour Executive Engineer (E), B-241,PWD, New Delhi) shall be scanned and uploaded to the e-Tendering website within the period of bid submission. The original EMD should be deposited either in the office of Executive Engineer inviting bids or division office of any Executive Engineer (E), PWD Delhi/CPWD within the period of bid submission. (The EMD document shall only be issued from the place in which the office of receiving division from the place in which the office of receiving division office is situated). The EMD receiving Executive Engineer shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by tender inviting EE in the NIT. The receipt shall be also be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date & time.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs. 20 lac, whichever is less, will have to be deposited in shape prescribed above, and balance in shape of Bank Guarantee of any scheduled bank **having validity for six months or more from the last date of receipt of bids** which is to be scanned and uploaded by the intending bidders.

Copy of Enlistment Order and certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission.

Online bid documents submitted by intending bidders shall be opened only of those bidders, whose EMD deposited with any division office of PWD Delhi/CPWD and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at 03:30 PM on as mention in **Instruction to bidder**

10 The bid submitted shall become invalid if:

- (i) The bidders is found ineligible.
- (ii) The bidder does not deposit original EMD with division office of any Executive Engineer, PWD Delhi/CPWD. (The EMD document shall only be issued from the place in which the office of receiving division office is situated).
- (iii) The bidder does not upload all the documents (including GST registration & up to date GST return) as stipulated in the bid documents including the copy of receipt for deposition of original EMD.
- (iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest tenderer in the office of tender opening authority.
- 11. The contractor whose bid is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any

Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. **The earnest money deposited along with bid shall be returned after submission of the aforesaid performance guarantee.** (Modified vide OM DG/CON/273 dt. 01.10.2013)

- 12. Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidders shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidders implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
- 13 Copies of other drawing and documents pertaining to the works will be open for inspection by the tenderers at the office of above mentioned officer. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
- 14. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
- 15. Canvassing whether directly or indirectly, in connection with tenderer sis strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.

- 17. The contractor shall not be permitted to bid for works in the CPWD Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazzetted officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
- 18. No Engineer of Gazzetted Rank or other Gazzetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
- 19. The bid for the works shall remain open for acceptance for a period of Sixty (60) days from the date of opening of financial bid. If any bidder(s) withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
- 20. This notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - (a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading there.
 - (b) Standard P.W.D. Form 7 is applicable.

Executive Engineer (E)
Other Projects Electrical Division,
PWD, Western Yamuna Bank,
Lok Nayak Setu, New Delhi.

CP*WD* –7

GOVERNMENT OF DELHI PUBLIC WORKS DEPARTMENT

STATE DELHI Division: OPED

BRANCH E&M ZONE:

Percentage Rate Tender & Contract for works

Tender for the work of: C/o of New Delhi District Court Complex at Rouse Avenue, DDU Marg, New Delhi. (SH: CCTV and Access Control System). (S/w: Providing and fixing additional switches & accessories for Local Area Network).

To be uploaded on website upto 3:00 PM.

- (i) To be opened online in the office of Executive Engineer (E), PWD, Other Project Electrical Division, Western Yamuna Bank, Lok Nayak Setu, I.P. Estate, New Delhi.
 - (a) Technical Bid at 3:30 PM on ...*...
 - (b) Financial Bid at*.... will be intimated later to eligible bidders.

TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E, & F, specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract. Clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the times specified in Schedule `F' Viz. Schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to the Rule- 1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for Sixty (60) days from the date of opening of financial bid thereof and not to make any modification in its terms and conditions. A sum of Rs.1,25,739/- is hereby forwarded in form of Deposit at Call Receipt/Treasury Challan/ Bankers Cheque/ Demand Draft/Fix Deposit Receipt of a Scheduled Bank as earnest money. If I/We fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors in office shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely. Further, If I/We fail to commence work as specified, I/WE agree that the said President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of percentage mentioned in schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case

of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in CPWD in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated	Signature of Contractor
	Postal Address*
Witness:	
Address:	
Occupation:	
Dated	Signature of Contractor
	Postal Address
Witness:	Telephone No.:
Address:	Fax.
Occupation:	Email

ACCEPTANCE

The above tender (as modified by you as provided me for and on behalf of the President of India for a (Rupees*	sum of Rs)
The letters referred to below shall form part of this	contract agreeme	nt:-
(a) (b)* (c)		
	For & on behalf	f of the President of India
	Signature	
Downward of the control of the contr	esignation:	Executive Engineer (E) OPE D, PWD, New Delhi

PROFORMA OF SCHEDULES

(Separate Performa for civil, elect& Hort. Work in case of composite Tenders) (Operative Schedules to be supplied separately to each intending Tenderer)

SCHEDULE 'A'

Page No. 29-30

Schedule of quantities (Enclosed)

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

S. No. Description of item.		Quantity.	Rate in figures & words at which the material will be charged to the contractor	Place of issue
(1)	(2)	(3)	(4)	(5)
			-NIL-	

SCHEDULE 'C'

Tools and plants to be hired to the contractor

S. No.	S. No. DESCRIPTION. HIRE (PER D		PLACE OF ISSUE
		NIL	

SCHEDULE 'D'

Extra schedule for specific requirements/ documents for the work, if any. ----- Nil

SCHEDULE 'E'

Reference to General Conditions of Contract:

New edition titled "General Conditions of Contract for CPWD works 2014" having amendments issued upto date of submission of tender and further read with correction slips issued upto the last date of uploading the tender.

1.1 Name of Work: -

C/o of New Delhi District Court Complex at Rouse Avenue, DDU Marg, New Delhi. (SH: CCTV and Access Control System). (S/w: Providing and fixing additional switches & accessories for Local Area Network).

1.2 Estimated Cost of work: - Rs. 62,86,928/-

1.3 Earnest Money: - Rs. 1,25,739/-

1.4 Performance Guarantee 5% of tendered value

1.5 Security Deposit 2.5% of tendered value

1.6 Time Allowed: **60 Days**

SCHEDULE 'F':-

General Rules & Directions:-

Officer Inviting Tender: - Executive Engineer (E), OPED, PWD

Western Yamuna Bank, Lok Nayak Setu, I.P. Estate,

New Delhi

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3 5

See below

Definitions:-

2(v) Engineer-In-Charge Executive Engineer (E), OPED, PWD, Delhi

2(viii) Accepting Authority CPM(OP), PWD(GNCTD).

2(x) Percentage on cost of materials and labour to cover all overheads and profits

ofits 15%

2(xi) Standard Schedule of Rates DSR(E&M)2016 with upto date correction slips

2(xii) Department Public Works Department, New Delhi

9(ii) Standard CPWD contract form GCC2014: CPWD form 7(2014 Edition) as modified and

corrected upto last date of uploading the bid.

Clause-1:-

(i) Time allowed for submission of performance guarantee after date of issue of letter of acceptance

10days

(ii) Maximum allowable extension with late fee @ 0.1% per day of performance Guarantee Amount beyond the period in (1) above.

3 days

Clause-2:- I. Authority for fixing compensation

under clause-2.

CPM/OP/PWD 13th Floor, MSO Building, Delhi.

II. Whether clause-2A shall be applicable.

Not applicable

Clause-5:- Number of days from the date of issue of letter of acceptance for reckoning date of start -10 days

TABLE OF MILE STONE

Sr. No.	Description of Milestone (Physical)	Time Allowed in Days (from date of start)	Amount to be with- held in case of non achievement of mile stone.
	N	ot Applicable	

Authority to decide:

(i) Authority to give fair & reasonable extension of time for completion of time

EE(E)/OPED, PWD, New Delhi.

(iii) Reschedule of Mile Stones EE(E)/OPED, PWD, New, Delhi.

Clause-6,6A:-

Clause Applicable-(6 or 6A) 6A, Applicable

Clause-7: Gross work to be done together with net payment / adjustment of advances for material collected. if any, since the last such payment

for being eligible to interim payment **On Quarterly Basis** :

Clause-10-A List of Testing Equipment to be

provided by the contractor at site Lab All equipments as per

requirement for successful completion of work at site.

amended up to date.

Clause-10-B (ii).

Whether clause 10-B (ii) shall be

Not Applicable applicable

Clause 10 C Component of Labour expressed

30% as percent of value of work

"Clause 10 CA

Materials covered under this clause N.A.

Clause-10-CC:-

Clause 10CC to be applicable in 18 months contracts with stipulated period of completion exceeding the period.

N.A.

Specifications to be followed for Clause-11:-

C.P.W.D. General Specifications Execution of work for Electrical works (Elect. Part-I, 2013 Internal, Part-II -1994) and

Clause-12:-

Type of work ***_ Maintenance work

12.2 & 12.3 Deviation limit beyond which

> clause 12.2 & 12.3 shall apply 30%

for electrical work

12.5 (i) Deviation limit beyond which

> clause 12.2 & 12.3 shall apply NA

for foundation works (except earth work). (ii) Deviation limit for items in earthwork

sub-head of DSR-2016 or related items. NA Clause-16:- Competent Authority for

deciding reduced rates.

Clause-18 List of mandatory M/c, tools

Clause-25

Constitution of dispute redressal committee:

Chairman:

Member:

CPM (OP), PWD (GNCTD).

T&P as required for completion of work.

a) For total claims more than 25 lakh.

i. CPM (Housing) PWD, New Delhi.(Chairman)

ii. Director Works, in O/o E-in-C, PWD, New Delhi.

iii. SE(Projects)PWD, New Delhi.

iv. CPM(OP) in charge of the work shall present case before DRC but shall not have any part in decision making.

b) For total claims uptoRs. 25.00 lakh.

i. PM Health, PWD, New Delhi. (Chairman)

ii. Dy. Director Works, O/o E-in-C, PWD, New Delhi.

iii. Dy. Director (Monitoring-1), O/o E-in-C, PWD, New Delhi.

iv. The Executive Engineer (E),OPED in-charge of the work shall present the case before DRC but will not have any part in decision making.

Note: The above constitution of dispute redressal committee is subject to change, for which necessary notification shall be issued by the competent authority of the department, if required.

Clause-36: "Requirement of Technical Representative (s) and Recovery Rates"

S.	Minimum	Discipline	Designation	Minimum	Nos.	Rate at whi	ich recovery
No.	Qualification		(Principal	Experience			made from
	for Technical		Technical/				the event of
	Representati		Technical			non-deploym	ient.
	ve		Representative			- :	\\/ -
						Figures	Words
1.	Graduate	Electrical	Technical				Rs.
	Engineer		Representative	2 YEAR	1 No.	Rs.15000/	Fifteen
						-per	Thousand
			OR			month	only per
	Diploma						month.
	Engineer			5 YEAR	1No		

Form of Earnest Money Deposit Bank Guarantee Bond

WHEREAS, contractor
registered office at (hereinafter called "the Bank") are bound unto
(Name and division of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs(Rs. in words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these
presents.
SEALED with the Common Seal of the said Bank this day of
(1) If after tender opening the Contractor withdraws, his tender during the period of validity of
tender (including extended validity of tender) specified in the Form of Tender;
(2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to
contractor, if required;
OR
 (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,
We undertake to pay to the Engineer-in-Charge either up to the above amount or part
thereof upon receipt of his first written demand, without the Engineer-in-Charge having
to substantiates his demand, provided that in his demand the Engineer-in-Charge wil
note that the amount claimed by his is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.
This Guarantee will remain in force up to and including the date* after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be
extended by the Engineer-in- Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.
DATE SIGNATURE OF THE BANK
WITNESS SEAL
(SIGNATURE, NAME AND ADDRESS)
*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

FORM OF PERFORMANCE SECURITY (GUARNATEE) **BANK GUARANTEE BOND**

1	In consideration of the President of India (hereinafter called the "the Government") having offered to accept the terms and conditions of the proposed agreement between
	called the said contractor(s)) for the work
	agreement") having agreed to production of a irrevocable Bank Guarantee for Rs (Rupees) as a security /
	guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.
	We
	undertake to pay to the Government an amount not exceeding Rs (Rupees only) on demand by the Government.
2.	We
	and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rupees
3.	We, the said bank further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
	The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4.	We
5.	We further agree with the Government that (indicate the name of the Bank)
	the Government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for

any time or from time to time any of the powers exercise able by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on that part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor (s). Welastly undertake not to revoke this (indicate the name of the Bank)guarantee except with the previous consent of the Government in writing. This guarantee shall be valid upto unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs...... (Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this Guarantee, shall stand discharged.

date

(indicate the name of Bank)

6

7.

8.

The

For

AFFIDAVIT

	I /	We	have	submitted	а	bank	guarantee	for	the	work		
						(Name	of work)					
Agreem	nent	No				_ dated			from _			
						(Name	of the Bank	with fu	ll addre	ess)		
to the	Ex	ecutive	e Engin	eer						with	a view t	o seek
•				•		Ū	ntee in cast e undertake			Ū	•	
guarant	tee	intact	by get	tting it exten	ded	from ti	me to time led date of co	at my	our ir	itiative u	pto a pe	eriod of
the Eng	gine	er-in-C	Charge.									
	I/W	e also	indemn	ify the Gove	nme	ent again	st any losses	s arisir	ng out	of non-en	cashmen	t of the

bank guarantee, if any.

Schedule of Work

N/w:- C/o of New Delhi District Court Complex at Rouse Avenue, DDU Marg, New Delhi. (SH: CCTV and Access Control System). (S/w: Providing and fixing additional switches & accessories for Local Area Network).

Item No.	Description	Qty		Rate	Unit	Amount
1	Supply, Installation, Testing and Commissioning of POE+ Enabled Layer 2 Manageable network switch with 24x10/100/1000 Base T Copper Port, 4x1000 Base-X Ports upgradable to 10 G (4x1000 Base X ports are Combo Shared with 4x 10/100/1000 Base- T ports) populates with 2xSM fiber Module plus additional dedicated stacking Ports with stacking bandwidth of 40Gbps RFC 3629/G.8032 supports for 50 mili second failover. It should support BFD (By directional forwarding) & support network analytics or more as required as per technical			450050.00	Na	F440000 00
2	(Make:- Cisco / Extreme / Juniper). Supply, Installation, Testing and Commissioning of Layer 3 manageable network switch with 24 port 10/1000/1000 base T Copper port plus 4x100/1000 Base X populated with SM fiber Module plus 4x1G/10G SPF+ ports from day one. The switch should have support for additional 2 Nos of 40 G QSFP+ Ports (other than ports mentioned above) by adding necessary hardware. The switch should support 1G/10G from day one, should support 160Gbps stacking, RFC 3629/G.8032 support for 50 milli second failover. It should support BFD and minimum 64 VRF should be equipped with dual field replaceable internal redundant AC PSU, as required as per technical specification. (Make: Cisco / Extreme /Juniper).		Nos	374020.00	Nos	748040.00
3	Supply, Installation, Testing and Commissioning of 6 core single mode armoured fiber cable in the existing surface/ recessed steel conduit/ HDPE pipe as required as per technical specification. (Approved make:- Schneider / Systimax/		103	01 4020.00	1400	7 70070.00
	Siemens /Molex / Legrand).	1500 N	Vitrs	61.00	Mtr	91500.00

4	Supplying & Drawing 4 pair UTP CAT 6 A cable in the existing surface/ recessed steel conduit/ HDPE pipe as required as per technical specification. (Approved Make:- Molex /Schnider/ Systimax / Siemens / Legrand).	500	Mtrs	69.00	Mtr	34500.00
				Total		6286928.00

Assistant Engineer (E)P OPED, PWD (GNCTD), New Delhi Executive Engineer(E), OPED, PWD, (GNCTD), New Delhi

Assistant Engineer (E)P O/o CPM(OP), PWD (GNCTD), New Delhi Executive Engineer(P), O/o CPM(OP), PWD, (GNCTD), New Delhi

Chief Project Manager Other Projects, PWD, New Delhi

COMMERCIAL AND ADDITIONAL CONDITIONS

1.0 **GENERAL**

- 1.1 The work is required to be carried out as per Specifications. The CCTV system and allied equipments specification covers supply, testing as may be necessary before dispatch, delivery at site, all preparatory work, assembly and installation, commissioning putting into operation of CCTV system and allied equipments consisting of cameras & equipments.
- 1.2 Location: New Delhi District Court Complex at Rouse Avenue, DDU Marg, New Delhi.
- 1.3 The work shall be executed as per CPWD General Specifications for electrical Works Part-I, II & IV as amended up to date, relevant I.E. Rules, BIS and as per directions of Engineer-in-Charge. These additional specifications/ conditions are to be read in conjunction with above and in case of variations, specifications given in these additional conditions shall apply. However, nothing extra shall be paid on account of these additional specifications and conditions, as the same are to be read along with schedule of quantities for the work.
- 1.4 The tenderer should in his own interest visit the site and get familiarize with the site conditions before tendering.
- 1.5 No T&P shall be issued by the Department and nothing extra shall be paid on account of this.

2.0 COMMERCIAL CONDITIONS

2.1 Type of Contract: The work to be awarded by this tender shall be treated as indivisible works contract.

2.2 Submission and opening of tenders:

The tenderers are advised not to deviate from the technical specifications/ items, commercial terms and conditions of NIT like terms of payment, guarantee, arbitration clause, escalation etc.

2.3 Submission and opening of tenders:

- **2.3.1** The tenderers are advised not to deviate from the technical specifications/ items, commercial terms and conditions of NIT like terms of payment, guarantee, arbitration clause, escalation etc.
- **2.3.2** Tenders (Price Bid) only shall be opened on the due date and time in the presence of tenderers or their authorized representatives who wish to remain present.
- **2.3.3** Necessary clarifications required by the department shall have to be furnished by the tenderer within the time given by the department for the same. The tenderer will have to depute his representative to discuss with the officer(s) of the department as and when so desired. In case, in the opinion of the department a tenderer is taking undue long time in furnishing the desired clarifications, his bid will be rejected without making any reference.
- **2.3.4** The department reserves the right to reject any or all the price bids and call for fresh prices/ tenderers as the case may be without assigning any reason.

3.0 TERMS OF PAYMENTS

The following percentage of contract rates for the various items included in the contract shall be payable against the stage of work shown herein.

3.1 **60%** after initial inspection and delivery at site in good condition on pro-rata basis.

- 3.2 **20%** after completion of installation in all respects.
- 3.3 Balance **20**% will be paid after testing, commissioning getting it satisfactorily inspected from Local authority & receipt of approval, handing over to the department for beneficial use.

3.4 PERFORMANCE GUARANTEE

The successful tenderer shall submit an irrevocable performance guarantee of 5% of the tenderer amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement within 10 days of issued of letter of acceptance of tender, expendable up to 5 days. This guarantee shall be in the form of Demand Draft/ Pay Order or irrevocable bank guarantee bond of any scheduled bank or the State Bank of India in the specified format or in the form of Government security, fixed deposit receipt pledged in favour of Executive Engineer or as specified in the letter of acceptance of tender. The performance guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond. This bank guarantee shall be kept valid till the recording of completion certificate for the work by the competent authority.

3.5 Income Tax, GST, labour cess & other statutory deductions etc. shall be made at source as per the prevalent laws. The deductions of Security Deposit, Income Tax, GST etc. shall be done after calculation of the above due payments as per clauses 3.1 to 3.3 and net payment shall be reduced accordingly.

4.0 **RATES**

- 4.1 The rates quoted by the tenderer, shall be firm and inclusive of all taxes (including GST), duties levies, octroi etc. and all charges for packing forwarding, insurance, freight and loading, unloading, delivery, installation, testing, commissioning etc. at site including temporary construction of storage, risks, over head charges, general liabilities/obligations.
- 4.2. The department will not issue Octroi exemption certificate.
- 4.3. The contractor has to carry out maintenance as per manufacturer's standards for a period of 12 months from the date of handing over. Nothing extra shall be paid on this account.

5.0 **COMPLETENESS OF TENDER**

All sundry equipment, fittings, unit assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections, and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender irrespective of the fact whether such items are specifically mentioned in the tender documents or not.

6.0 STORAGE AND CUSTODY OF MATERIALS

Any room if available may be used for storage of sundry materials and erection equipments or else the agency has to make his own arrangements. No separate storage accommodation shall be provided by the department. Watch and ward of the stores and their safe custody shall be the responsibility of the contractor till the final taking over of the installation by the department.

7.0 **CARE OF THE BUILDING**

Care shall be taken by the contractor while handling and installing the various equipments and components of the work to avoid damage to the building. He shall be responsible for repairing

all damages and restoring the same to their original finish at his cost. He shall also remove at his cost all unwanted and waste materials arising out of the installation from the site of work.

8.0 **COMPLETION PERIOD**

The completion period indicated in the tender documents is for the entire work of planning, designing, approval of drawings etc., arrangement of materials & equipments, delivery at site including transportation, installation, testing, commissioning and handing over of the entire system and getting clearance from authority to the satisfaction of the Engineer-in-Charge.

9.0 **GUARANTEE**

9.1 All equipments shall be guaranteed for a period of 5 years, from the date of taking over the installation against unsatisfactory performance and/ or break down due to defective design, workmanship or material. The equipments or components, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the Engineer-in-Charge. In case it is felt by the department that undue delay is being caused by the contractor in doing this, the same will be got done by the department at the risk and cost of the contractor. The decision of the Engineer-in-Charge in this regard shall be final & binding on the contractor.

9.2 The tender shall guarantee among other things, the following:

- a) Quality, strength and performance of the materials used as per manufacturers standards.
- b) Safe mechanical and electrical stress on all parts under all specified conditions of operation.
- c) Satisfactory operation during the maintenance period.

10.0 **POWER SUPPLY**:

A temporary three phase power supply of 15KW shall be provided during execution of work, at single point inside the campus. Further arrangements for tapping power connection from this point shall be made by the contractor. Electricity shall be provided free of cost.

11.0 WATER SUPPLY:

Water supply shall be made available by the department at one point in Campus free of cost.

12.0 ACCEPTABLE MAKES OF VARIOUS EQUIPMENTS:

The acceptable makes of various equipments/components/accessories have been indicated in "Acceptable Makes" The tenderer shall work out the cost of the offer on this basis. Alternate makes are not acceptable.

13.0 DATA MANUAL AND DRAWINGS TO BE FURNISHED BY THE TENDERER:

13.1 After award of work

The successful tenderer would be required to submit the following drawings within 15 days of award of work for approval before commencement of installation.

- a) General arrangement drawing of the equipments for LAN System.
- b) Any other drawings necessary for the job.

14.0 The successful tenderer should furnish well in advance three copies of detailed instructions and manuals of manufacturers for all items of equipments regarding installation, adjustments operation and maintenance including preventive maintenance & trouble shooting together with all the relevant data sheets, spare parts catalogue etc. all in triplicate.

15.0 **EXTENT OF WORK**

- 15.1 The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation and such tests and adjustments and commissioning, as may be required by the department. The term complete installation shall not only mean major items of the plant and equipments covered by specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been mentioned in details in the tender document in connection with this contract as this is a turnkey job.
- 15.2 The Scope of Work shall include **Providing and fixing additional switches & accessories for Local Area Network**
- 15.3 In addition to supply, installation, testing and commissioning of LAN System and allied equipments, following works shall be deemed to be included within the scope of work to be executed by the tenderer as this is a turnkey job.
- a) Minor building works necessary for installation of equipments, foundation, making of opening in walls or in floors and restoring them to their original condition/ finish and necessary grouting etc. as required.
- b) All supports for over-head cables etc. as are necessary.

16.0 Exclusion and work to be done by other agencies:

The following shall be excluded from the scope of the work.

- a) Major dismantling of any existing building work.
- b) Electricity supply in building for erection purpose.

17.0 INSPECTION AND TESTING

- 17.1 All major equipments i.e. Dome Camera, Bullet Camera etc. shall be offered for initial inspection at manufacturers works. The contractor will intimate the date of testing of equipments at the manufacturer's works before dispatch. The successful tenderer shall give advance notice of minimum two weeks regarding the dates proposed for such tests to the department's representative to facilitate his presence during testing. The Engineer-in-Charge may witness such testing. The cost of the Engineer's visit to the factory will be borne by the department. Equipments will be inspected at the manufacturer/ Authorized Dealers premises, before dispatch to the site by the contractor if so desired by the Engineer-in-Charge.
- 17.2 Copies of all documents of routine and type test certificates of the equipment, carried out at the manufacturers premises shall be furnished to the Engineer-in-Charge and consignee.
- 17.3 After completion of the work in all respect the contract shall offer the installation for testing and operation.

18.0 **VALIDITY**

Tenders shall be valid for acceptance for a period of 60 days from the date of opening of price bid.

19.0 COMPLIANCE WITH REGULATIONS AND INDIAN STANDARDS:

- 19.1 All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by this specification. In particular, the equipment and installation will comply with the following:-
 - Factories Act.
 - ii) Indian Electricity Rules.
 - iii) B.I.S. & other standards as applicable.
 - iv) Workmen's compensation Act.
 - v) Statutory norms prescribed by local bodies like CEA, Power Supply Co., etc.
- 19.2 Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.
- 19.3 Successful tenderer shall arrange for compliance with statutory provisions of safety regulations and departmental requirements of safety codes in respect of labour employed on the work by the tenderer. Failure to provide such safety requirement would make the tenderer liable for penalty as per rules for each default. In addition, the department will be at liberty to make arrangement for the safety requirements at the cost of tenderer and recover the cost thereof from him.

20.0 **INDEMNITY**:

The successful tenderer shall at all times indemnify the department, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipments and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer on account of the above.

21.0 **ERECTION TOOLS**:

No tools and tackles either for unloading or for shifting the equipments for erection purposes would be made available by the department. The successful tenderer shall make his own arrangement for all these facilities.

22.0 **COOPERATION WITH OTHER AGENCIES:**

The successful tenderer shall co-ordinate with other contractors and agencies engaged in the construction of buildings, if any, and exchange freely all technical information so as to make the execution of this work/ contract smooth. No remuneration should be claimed from the department for such technical cooperation. If any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantled and re-done for want of cooperation and coordination by the tenderer during the course of work, such expenditure incurred will be recovered from the successful tenderer if the restoration work to the original condition or specification of the dismantled portion of the work was not undertaken by the tenderer himself.

23.0 The work will be carried out with least disturbance during shifting & shut down taken in consultation with the client department.

24.0 **MOBILIZATION ADVANCE:**

No mobilization advance shall be paid for this work.

25.0 **INSURANCE AND STORAGE**:

All consignments are to be duly insured upto the destination from warehouse at the cost of the contractor. The insurance covers shall be valid till the equipment is handed over duly installed, tested and commissioned.

26.0 VERIFICATION OF CORRECTNESS OF EQUIPMENT AT DESTINATION:

The contractor shall have to produce all the relevant records to certify that the genuine equipments from the manufacturers has been supplied and erected.

27.0 **PAINTING**:

This shall include cost of painting of the entire installation. The agency shall be required to do only touching to the damages caused to the painting during transportation, handling & installation at site, if there is no major damage to the painting. However hangers, supports etc. of bus trunking & cable tray etc. shall be painted with required shade including painting with two coats of anticorrosive primer paint at site.

28.0 **TRAINING**:

The scope of works includes the on job technical training of two persons of Department at site. Nothing extra shall be payable on this account.

29.0 **MAINTENANCE**:

- 29.1 Sufficient trained and experienced staff shall be made available to meet any exigency of work during the guarantee period of one year from the handing over of the installation. The requirement of trained and experienced staff is on specific complaint only during the guarantee period. The complaint shall be attended on priority within 24 hours, failing which a recovery of Rs. 2500/- per default shall be made from their bill/amount of security deposit.
- 29.2 The maintenance, routine as well as preventive, for one year from the date of taking over/guarantee period of the installation as per manufacturers recommendation shall be carried out on quarterly basis. Nothing extra shall be paid on this account.

30.0 **INTERPRETING SPECIFICATIONS:**

In interpreting the specifications, the following order of decreasing importance shall be followed in case of contradictions:-

- a) Schedule of quantities
- b) Technical specifications
- c) Drawing (if any)
- d) General specifications
- e) Relevant BIS or other international code in case BIS code is not available.

Additional Conditions

- 1. The work shall be carried out as per CPWD specifications and as per instruction of Engineer-in-charge at site.
- 2. No T&P shall be issued to the contractor by the department.
- 3. The rates quoted shall be inclusive of all taxes & duties.
- 4. Nothing extra shall be paid for idle labour.
- 5. The I.D. of labour is required for carry out the work, since the work is to be carry out inside the Jail .
- 6. The payment shall be made only after satisfactory completion of work.
- 7. The work is to be carried out in this security Area, hence nothing extra shall be paid on account of wastage of labour.
- 8. All safety measures shall be taken during loading/unloading execution of work.
- 9. All material shall be got approved first from the Engineer-in-charge before use at work.

Executive Engineer (E), OPED, PWD, (GNCTD), New Delhi

TECHNICAL SPECIFICATIONS

-	o. 1 2 Fully Manageable Switch 24 Port Gigabit POE+ with 4 Giga Combo & 4 SFP Fiber uplink						
Ports SN							
SIN	Architecture						
	Switch should support stacking up to 8 switches or more with stacking bandwidth of 40Gb/s per switch.						
	Should support internal / external redundant PSU						
	The switch should have 24 x $10/100/1000$ Base-T POE+ ports with 4 x 1000 Base Combo & 4 x 1000 Base-x SFP ports.						
1	Switch should support 100 Base-FX (2KM), 1000 Base-Sx/Lx & Zx and 10G Base-T, SR/LR/ER & ZR Transceivers						
1	The switch should be upgraded to $4 \times 10G$ SFP+ ports in future without changing the base hardware. Should support min $2 \times 10G$ SFP+ ports in future without changing the base hardware. Should support min $2 \times 10G$ SFP+ ports in future without changing the base hardware. Should support min $2 \times 10G$ SFP+ ports in future without changing the base hardware. Should support min $2 \times 10G$ SFP+ ports in future without changing the base hardware. Should support min $2 \times 10G$ SFP+ ports in future without changing the base hardware. Should support min $2 \times 10G$ SFP+ ports in future without changing the base hardware. Should support min $2 \times 10G$ SFP+ ports in future without changing the base hardware.						
	Switch should have dedicated 1 x 10/100/1000 BaseT port for Out of band Management port.						
	Switch should have 1GB RAM & 4 GB Flash memory						
	Switch should have 1.5 Mb or more packet buffer on all ports for better performance						
	Switch should have min. power budget of 380W for POE ports						
	Performance & Scalability						
	Switch should have switching fabric performance of minimum 128Gbps switch fabric.						
	Switch should have forwarding rate of 92 Mpps						
2	Switch should have 16K MAC entries table						
2	Should have 8 Hardware QOS Queues per port						
	Switch OS should support individual process (eg ssh , snmp, telnet, dhcp etc) restart to prevent reboot in case of Software Process Crash by running processes on top of Kernel.						
	Layer 2 Features						
	Switch should have IEEE 802.1Q VLANs and trunks.						
	Switch should have IEEE 802.1ak MVR,Vlan Trunking Protocol (VTP) OR equivalent for dynamic vlan creation						
	Switch should have IEEE 802.1AB Link Layer Discovery Protocol LLDP						
3	Switch should have Routing Information Protocol Version 2 (RIPv2) and RIPng from day 1						
	Switch should have Policy-based routing (PBR) for IPv4 and IPv6. Should have traffic rate limiting with Configurable bandwidth granularity of 8 KBps						
	Switch should be upgradeable to Open Shortest Path First (OSPF) and VRRP. Should support less than 50 Millisecond convergance for ring based architecture based on RFC 3619/REP/ERPS/G.8032 etc.						
	Network-based availability & Security Features:						
4	Switch should have Port, vlan, IPv4, IPv6, and time based Access Control Lists for both directions						
	Switch should support creation of minimum 1000 number of Access Control Lists on each Port, vlan, IPv4 & IPv6.						

	Switch should have Ethernet OAM: IEEE 802.1ag Layer 2 Ping & trace route, Multicast trace route, Should support AVB to ensure set of standards that provide the means for highly reliable delivery of low- latency, time-synchronized AV streaming services through Layer 2 Ethernet networks, should have SSH-2, SCP, SFTP for secure management, Should have MAC security – Lockdown & Limit and MAC address tracking with syslog & snmp notification, Multicast traceroute. Should have scheduled archiving / uploading of configuration and system log to a central server
_	Energy Efficiency
5	Switch should have variable fan speed control for the energy efficiency .
	Automation, Serviceability and Manageability
	Switch should have Simple Network Management Protocol (SNMP): complying with SNMPv1, v2c, and v3 with comprehensive collection of MIBs., The switch should have mechanism for variable fan speed, Should be SDN capable with Openstack support and Open Flow API support, Should support IEEE P802.1Qaz
6	Should support Embedded event manager or equivalent scripting system that can detect network events and automatically take action, such as executing commands or sending an Syslog event / Snmp trap.
	Switch should be SDN capable with Open flow support
	Switch should support IEEE 802.3az energy saving.
	Environmental Condition
7	Switch should have Operating temperature: 32 to 122°F (0°C to 50°C).
	Switch should have Operational relative humidity: 10 to 90%, non- condensing.
	Standard & Certification
8	Switch should have Environmental Compliance ETSI EN 300 ,WEEE, CSA 22.2, UL 60950-1,FCC and CE2.0 Compliant
	Switch/ Switch's OS shall be EAL3/NDPP/Common Criteria Certified

Manageable Switch 24 Port Gigabit with 4 SFP+ Fiber uplink Ports & 2 x 40G QSFP+ Ports Architecture
Architecture
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Switch should support stacking up to 8 switches or more with stacking bandwidth of 160Gb/s per switch.
Should support dual internal hotswappable redundant PSU
The switch should have $24 \times 10/100/1000$ Base T ports (4 Combo) with $4 \times SFP+$ ports.
Switch should support 100 Base-FX (2KM), 1000 Base-Sx/Lx & Zx and $10G$ Base-T, SR/LR/ER & ZR Transceivers
Should be scalable to min 2x QSFP+ ports.
Stacking mechanism could be achieved over a diversified location as minimum 800 Meters
Switch should have dedicated $1 \times 10/100/1000$ BaseT port for Out of band Management port.
Switch should have 1GB RAM & 4 GB Flash memory
Switch should have 4 Mb or more packet buffer on all ports for better performance
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	Performance & Scalability
	Switch should have switching fabric performance of minimum 296Gbps switch fabric.
	Switch should have forwarding rate of 220 Mpps
2	Switch should have 90K MAC entries table.
	Should have 8 Hardware QOS Queues per port
	Switch OS should support individual process (eg ssh , snmp, telnet, dhcp etc) restart to prevent
	reboot in case of Software Process Crash by running processes on top of Kernel.
	Layer 2 Features
	Switch should have IEEE 802.1Q VLANs and trunks.
	Switch should have IEEE 802.1ak MVR,Vlan Trunking Protocol (VTP) or equivalent
	Switch should have IEEE 802.1AB Link Layer Discovery Protocol LLDP
	Should have traffic rate limiting with Configurable bandwidth granularity of 8 KBps
3	Switch should support IEEE 802.1Qbb, Data Center Bridging Exchange (DCBX)
	Switch should support Y.1731 OAM Measurements in hardware for accuracy
	Switch should support SyncE G.8232 and IEEE 1588 PTP timing
	** *
	Should support less than 50 Millisecond convergance for ring based architecture based on RFC
	3619/REP/ERPS/G.8032 etc
	Switch should have Ethernet OAM: IEEE 802.1ag Layer 2 Ping & traceroute,
	Layer 3 & Security Features Switch should have Port, vlan, IPv4, IPv6, and time based Access Control Lists for both
	directions
	Switch should support creation of minimum 1000 number of Access Control Lists on each Port,
	vlan, IPv4 & IPv6.
	Switch should have Policy-based routing (PBR) for IPv4 and IPv6.
	Switch should have Routing Information Protocol Version 2 (RIPv2), RIPng, VRRP and OSPF from day 1
	Switch should be upgradeable to have L2 & L3 MPLS.
	Switch should have Multicast traceroute for troubleshooting multicast traffic.
	Should support AVB to ensure set of standards that provide the means for highly reliable
	delivery of low- latency, time-synchronized AV streaming services through Layer 2 Ethernet
	networks
	Should have MAC security – Lockdown & Limit and MAC address tracking with syslog & snmp
	notification
4	Should have scheduled archiving / uploading of configuration and system log to a central server
	Energy Efficiency
5	Switch should support IEEE 802.3az energy saving.
	Switch should have have variable fan speed control for the energy efficiency.
	Automation, Serviceability & Manageability
	Switch should have Simple Network Management Protocol (SNMP): complying with SNMPv1,
	v2c, and v3 with comprehensive collection of MIBs.
	Should have SSH-2, SCP, SFTP for secure management
6	
	Should support Embedded event manager or equivalent scripting system that can detect
	network events and automatically take action, such as executing commands or sending an
	Syslog event / Snmp trap.
	Should be SDN capable with Openstack support and Open Flow API support,

	Environmental Condition
7	Switch should have Operating temperature: 32 to 122°F (0°C to 50°C).
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8	Standard & Certification
	Switch should have Environmental Compliance ETSI EN 300 ,WEEE, CSA 22.2, UL 60950-1,FCC and CE2.0 Compliant
	Switch/ Switch's OS shall be EAL3/NDPP/Common Criteria Certified

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