



NOTICE INVITING TENDER

FOR

INTERNET LEASED LINE

FOR

**INDIAN INSTITUTE OF CORPORATE AFFAIRS
MINISTRY OF CORPORATE AFFAIRS, GOVT. OF INDIA**

NIT No. IICA/15-24/2014

ORGANIZATION BRIEF

IICA has been established by the Indian Ministry of Corporate Affairs for capacity building and training in various subjects and matters relevant to corporate regulation and governance such as corporate and competition law, accounting and auditing issues, compliance management, corporate governance, business sustainability through environmental sensitivity and social responsibility, e-Governance and enforcement etc.

The Institute has been designed with an eye on the future to provide a platform for dialogue, interaction and partnership between governments, corporate, investors, civil society, professionals, academicians and other stake holders in the emerging 21st century environment.

IMPORTANT DATES AND CONTACT PERSON

1.	Commission of Leased Line	Maximum 14 days from the date of award of contract /work.
2.	Date of Issue of Notice Inviting tender	21 st July, 2014
3.	Place(s) of Sale of Bidding Documents.	The tender document can be downloaded from the website of the Institute (www.iica.in) at no cost.
4.	Deadline for Receiving Bid/tender	5th August, 2014 up to 3:00 P.M. 14th August, 2014 up to 5:00 P.M. 15th September, 2014 up to 3:00 P.M.
6.	Time, Date and Place for Opening Technical Bid/Tender	6th August, 2014 at 2:00 P.M. 20th August, 2014 at 2:00 P.M. 15th September, 2014 at 3:00 P.M. @ Indian Institute of Corporate Affairs, Ministry of Corporate Affairs, Govt. of India Plot No. :- P 6,7,8 Sec. 5, IMT Manesar, District-Gurgaon, Haryana PIN Code – 122050
7.	Officer Inviting Bid/Tender	Mr. Debarun Kalita, System Administrator, Indian Institute of Corporate Affairs, Ministry of Corporate Affairs, Govt. of India Plot No. :- P 6,7,8 Sec. 5, IMT Manesar, District-Gurgaon, Haryana PIN Code – 122050

8.	Officer to be contacted for any clarification before submission of Bid/Tender	<p>Mr. Debarun Kalita, System Administrator, Indian Institute of Corporate Affairs, Ministry of Corporate Affairs, Govt. of India Plot No. :- P 6,7,8 Sec. 5, IMT Manesar, District-Gurgaon, Haryana PIN Code - 122050</p> <p>Phone No. : +91-(0124)-2640174 : +91-9999595265 Fax No. : +91-(0124)-2291036 Email: debarun.kalita@iica.in / kalitadebarun@hotmail.com</p>
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Notice Inviting Tender (NIT)

IICA, established by the Indian Ministry of Corporate Affairs, having its permanent campus at Manesar, Gurgaon, Haryana, invites offers under two bid system from “ Authorized Class A ISPs “ for **30 Mbps (1:1) Leased Line Internet connection for a period of one year** as per technical specifications stated below :

Requirements and Specifications

S. No	Product	Quantity
1	30 Mbps (1:1) Leased Line Internet connection, preferably on Fiber optic Link	1
2	Public IP Address (IPv4 & IPv6)	1 min. of each
3	Duration	One Year

IICA already has its own public IP address, from its existing Leased Line Internet Connection of 10 Mbps. The ISP will be required to provide BGP routing of the same. The Fiber Optic link to the campus should be on a ring to provide redundancy.

The document containing terms and conditions can be downloaded from the Institute's website www.iica.in under “**Tender**” section.

The Last date for submission of tender is ~~5.8.2014~~ ~~14.08.2014~~ **15.09.2014**. Tenders received after last date of submission will not be considered. For further details you may contact **Sh. Debarun Kalita, System Administrator**, at **+91-(0124)-2640174** or e-mail at debarun.kalita@iica.in

TECHNICAL PART (ENVELOPE - A)

A. Pre-Qualification Criteria for 30 Mbps Internet Lease Line

The Eligible bidder should satisfy the below mentioned criteria and should submit valid documentary evidence for the below mentioned points:

1. The bidder should be a company registered under the Companies Act, 1956 and should have been in the business for more than 5 years. The following documents may be submitted in support:
 - a. Copy of Certificate of Incorporation,
 - b. Copy of Memorandum & Articles of Association
2. The bidder should have an average turnover of Rs. 1 crores or above during audited financial years 2011-12, 2012-13 and 2013-14 and submit the following:
 - a. Certification from a Chartered Accountant (CA) / firm of CAs certifying turnover in the financial years 2011-12, 2012-13 and 2013-14.
 - b. A copy of the audited annual accounts for these years.
 - c. Copy of Service Tax Registration Certificate.
 - d. Copy of PAN Card.
 - e. Copy of VAT Certificate.
3. Bidder must be Category "A" ISP.
4. Bidder has to submit their clientele list.
5. The bidder must have single fully functional contact support centre with 24 X 7 support.
6. International Gateway Connectivity is desirable.
7. The bidder should have Toll Free number for fault registering within India, operating on 365 x 24 x 7 basis.
8. The bidder should have executed (during last 3 years) at least one project for implementation of internet bandwidth of capacity 30 Mbps or more or two projects of 10 Mbps or three projects of 5 Mbps. Detail of such projects to be provided.
9. Bidder should have online tools to monitor the link performance.
10. Core expertise of the ISP should be DATA. Internet traffic cannot be sent with same VOICE backbone, in case bidder is also a BSO.

B. Guidelines on Bid submission:

1. The language of the documentation & details in the Bids must be English.
2. All bids to be submitted under two bid system, with two envelopes in separate covers, as stated below.
 - a. **Technical Bid:** - “Envelope-A” should be super scribed with Tender No., title of the tender i.e. “Tender for Internet Leased Line for IICA, Ministry of Corporate Affairs, Govt. Of India” and word “TERMS & CONDITIONS” along with earnest money (prescribed hereinafter).
 - b. **Financial Bid:** - “Envelope-B” should be super scribed with Tender No., title of the tender i.e. “Tender for Internet Leased Line for IICA, Ministry of Corporate Affairs, Govt. Of India “and word “FINANCIAL BID” containing rate quoted by the party duly signed by authorized representative.
3. These two envelopes are to be placed in separate larger envelope super scribed with Tender No. and title of the tender i.e. “**Tender for Internet Leased Line for IICA, Ministry of Corporate Affairs, Govt. Of India**”. The outer envelope shall indicate the name and address of the Bidder to enable the bid/tender to be returned unopened in case it is declared “late”.
4. The Bidder shall submit only one financial option as per the prescribed format.
5. The sealed bid/tender are to be submitted in prescribed format on your business letter head duly stamped and signed and dated on each page as their unconditional acceptance to the terms prescribed by the Institute. Details/supporting documents wherever applicable, if attached with the bid/tender should be duly authenticated by the bidder. No over-writings shall be accepted unless authenticated with full signature of the bidder.
6. IICA shall not be bound by any printed conditions or provisions in the Bidder’s Bid/tender Form.
7. Bid received after the stipulated date and time shall not be entertained. The Institute shall not be liable for any postal delays whatsoever and bid received after the stipulated time/date is liable to be rejected summarily without giving any reason.
8. If these envelopes are not sealed and marked as required, IICA will assume no responsibility for the bid/tender’s misplacement or premature opening.
9. The seal of the company must be affixed on all pages of the technical and commercial bid.
10. All papers comprising of infrastructural bid must be serially numbered. The page number/s of each document in support of the eligibility criteria should be clearly mentioned at the appropriate place
11. Any deviation of any sort shall be categorically mentioned and specifically indicated in the tender document itself.
12. Silence or use of the word “Noted” against any of the Bid conditions, as outlined in the tender document, shall be construed as acceptance of the same.

****Note: Offer by fax / e-mail will not be accepted and shall be summarily rejected**

13. **Earnest Money Deposit:** Rs.25,000/- (Rupees Twenty Five Thousand) only by way of demand draft in favour of Indian Institute of Corporate Affairs, payable at Delhi, to be submitted along with "Technical Bid" in Envelope-A. Envelope-A not containing earnest money shall be rejected and Financial Bid shall not be considered further.
14. **Security Deposit:** The selected Bidder shall be required to furnish a **Performance Bank Guarantee equivalent to 10% of the contract value (Purchase order value)**, in the form of an unconditional and irrevocable bank guarantee / DD / FD from a scheduled commercial bank / Nationalized bank in India in favour of "**Indian Institute of Corporate Affairs, New Delhi**". The bank guarantee / DD / FD must be submitted after award of contract but before signing of contract. **The successful Bidder has to renew the bank guarantee on same terms and conditions for a period of up to one month after completion of the contract including extension period, if any.** Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable /payable from/by the Bidder on any account under the contract. On submission of this performance guarantee and after signing of the contract, demand draft submitted towards EMD would be returned in original.

Terms & Conditions for Performance Guarantee

- a. Within 7 days of the receipt of the notification of award from IICA, the Supplier shall furnish a performance security for an amount of 10% (ten percent) of the contract value (Purchase order value), using the performance security format provided by IICA.
- b. The initial performance security shall be **valid for a period of up to one month after completion of the contract including extension period, if any** and shall be denominated in Indian rupees and shall be a demand draft or a bank guarantee in favour of IICA, payable at New Delhi, issued by a scheduled bank in India through its branch in New Delhi, India.
- c. The proceeds of the performance security shall be payable to IICA as compensation for any loss resulting from the bidder's failure to complete its obligations under this bid/tender. IICA shall notify the bidder in writing of its invocation of its right to receive such compensation within 15 days, indicating the reasons for which the Supplier is in default.
- d. The performance security shall be discharged by IICA and returned to the bidder within 30 days from the date of final certificate certifying the fulfilment of the performance obligations under this Bid/tender.
- e. The Supplier shall furnish amendment to the Performance Security, if required, within 15 days of notification.

15. Completed tenders, addressed to Shri. Debarun Kalita, System Administrator should be submitted by hand / registered post/speed post / courier, latest by ~~5th August, 2014 up to 3.00 P.M.~~ ~~14th August, 2014 up to 5: 00 P.M.~~ ~~15th September, 2014 up to 3:00 P.M.~~ at the following address.

**Mr. Debarun Kalita,
System Administrator,
Indian Institute of Corporate Affairs,
Ministry of Corporate Affairs, Govt. of India
Plot No. : - P 6, 7, 8
Sec. 5, IMT Manesar,
District-Gurgaon, Haryana
PIN Code – 122050**

C. Scope of Work for 30 Mbps Internet Lease Line:

1. The lease line from category “A” ISP (license from Govt. of India) should only be commissioned.
2. 30 Mbps committed bandwidth at any point of the time.
3. The ISP is to provide minimum 1 each of IPv4 & IPv6 Public IP Addresses.
4. IICA also has its own pool of public IP address(s), from its existing 10 Mbps leased line connection. The ISP shall also be required to provide BGP routing for the same.
5. The Fiber Optic link to the campus should be on a ring to provide redundancy.
6. Bidder should provide the tools, utilities and management applications to monitor the bandwidth / network performance of the Leased Line Circuit.
7. Bidder should ensure that the local loop provisioning does not violate regulations as laid by Government of India / DOT / TRAI in respect of such links / networks.
8. The connectivity provided to IICA, should be dedicated to IICA only.
9. Installation of 30 Mbps internet leased line is the sole responsibility of the vendor.
10. The proposed link is to be terminated at the UTM. The UTM shall be provided by IICA.
11. Bidder should be responsible for provisioning end-to-end solution.
12. The bidder should have Toll Free number for fault registering within India and should provide support on 365 x 24 x 7 basis.

13. The bidder should provide all necessary equipment for connectivity, if any.
14. The vendor has to provide onsite support, when required.
15. Vendor has to mention the Escalation procedure and matrix for customer complaints.
16. The vendor has to ensure minimum 98.5% uptime per month for the connectivity.
17. Any fault in the internet connectivity will have to be resolved by the vendor as per the following schedule:
 - a. On failure of fiber Link should be activated immediately.
 - b. The Actual Uptime on fiber Link to be calculated in respective month and will be measured against total uptime hours 98.5%. If the downtime exceeds the total uptime hours following service credits will be due to IICA:
 - i. Actual Uptime $\geq 98.5\%$ No Credit
 - ii. Actual Uptime $< 98.5\%$ and $\geq 96\%$ 2 days equivalent service credit
 - iii. Actual Uptime $< 96\%$ and $\geq 94\%$ 7 days equivalent service credit
 - iv. Actual Uptime $< 94\%$ and $\geq 90\%$ 15 days equivalent service credit

Calculation of Actual Uptime % =
 $(\text{Actual Uptime Hours} / \text{Total Uptime hours}) \times 100$

Definition:

Total Uptime hours = No of days in month X 24

Actual Uptime Hours = Total Uptime hours – Downtime in hours in a month

Example:

In the Month of May total days is 31 and total down time in the same month in hours was 7 hours. In such case the Actual Uptime can be calculated as follows:

Total Uptime hours = $31 \times 24 = 744$

Actual Uptime Hours = $744 - 7 = 737$

Actual Uptime % = $(737/744) \times 100 = 99\%$

- c. If the Actual Uptime is less than 90 % then penalty will be charged @ Rs 2000/- per day to the Vendor.

Penalties:

1. In cases of downtime beyond 48 hours, penalty will be automatically deducted from the payable amount. The firm will respond to a site visit and commence repair work on the equipment within 24 hours of being notified of service failure. The firm will ensure making the faulty Internet Service – fully functional/up & running, within maximum 24 hours from the time complaint is lodged.
2. In case the agency fails to provide any service listed above, there would be a minimum penalty of Rs.1000/- per day for the each service affected. If the engineer fails to report to System Administrator, IICA then in addition to penalty an additional

amount per day as decided by System Administrator, IICA will be deducted from the payment of the company as well.

3. If the firm fails in execution and successful completion of the new orders as approved in this contract within given stipulated time, a penalty of Rs.1000/- per day per order will be deducted from his bill.
4. Penalty to be imposed will be subject to a maximum of total value of the contract. In case of the gross negligence and downtime, security deposited by the firm can be forfeited besides immediate cancellation of the contract.
5. In case of intermittent failure and repeated failure the service will be considered continuously down and down time penalty clause will apply accordingly.
6. The Bidder, if fails to rectify Critical/major/minor/Non Service Affecting faults within the stipulated duration and timeframe, shall be liable to pay penalty for the entire period of breakdown including Saturdays, Sundays and holidays as entailed under:

Critical: Rs 2000/- per hour for 1 hr to 3 hr period and Rs 1800/- per hour beyond 3 Hrs in addition to the initial 2000/-.

Major: Service affecting faults all such faults shall be rectified within six hours. Seventh Hour onwards Rs. 1500/- per hour/fault will be charged as penalty.

Minor: Faults which are partially affecting the service: All such faults shall be rectified within 2 days. Third day onwards Rs. 1000/- per day/fault will be charged as penalty.

Non service affecting: Any other fault not affecting the service and in case of delay in repair/replacement of original defective components/subsystems beyond 15 days, the Bidder shall be charged penalty at the rate of Rs.500/- per day for 15 to 30 days period and beyond that @ Rs.1000/- per day.

****Note:**

1. Classification of faults and errors into categories i.e. "Critical, Major, Minor & Non-Service Affecting" shall be done before signing of contract between IICA and the successful bidder.
2. Penalties being charged for non-rectification of faults attributable to the bidder shall not exceed 40% of the total contracted value.
3. However any abnormal delay in rectifying the fault by the bidder which is attributable to the bidder, disrupting the services will entail IICA to recover extent of loss of services quantifiable by IICA, apart from the maximum penalty indicated above. The amount quantified for this loss of service by IICA, will be final and binding on the bidder and further the same shall not be challenged by the bidder either before arbitration, tribunal or court of law.
4. Any penalty levied under this clause shall be recovered from the Bidder either by deducting from the half-yearly payment or by en-cashing the Performance bank guarantee security submitted by the Bidder.

D. Commercial Terms and Conditions:

1. Payment for installation and commissioning will be made within one month from the date of satisfactory completion of job.
2. Leased line rental Payment will be made on quarterly basis, only after the completion of each quarter.
3. Leased line rental Payment will be paid only if required SLA as stated above is met.
4. If SLA is not met in two successive quarters, then the leased line service contract will be terminated by IICA and no further payments will be released.
5. Delivery, installation and commissioning should be done within 2 weeks of confirmed order.
6. Standard LD clause for delay in supply/completion of job @ 2% per week subject to max 10% will be applicable.
7. Receipt of material is subject to inspection.

E. Amendment of Bidding Documents

1. At any time prior to the deadline for submission of bid/tenders, IICA, for any reason, whether at its own initiative or in response to the clarifications requested by prospective Bidders may modify the Bidding documents by issuing amendment(s).
2. Any amendment(s)/modification(s) shall be uploaded and published on IICA's website www.iica.in, and these will be binding on the prospective Bidders.
3. In order to allow eligible Bidders a reasonable time to take the amendment into account in preparing their bid/tenders, IICA, at its discretion, may extend the deadline for the submission of bid/tenders, which shall accordingly be published in IICA's website.
4. Responsibility for checking of any amendments/changes made to the Bid/tender, Corrigendum issued as well as any related notices published in the institute's website, with respect to the bid/tender shall rest solely with the Bidder. IICA shall in no way be held responsible for non-intimation of the same to the respective Bidders.

F. Campus visit

The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize itself with the Site of Service and its surroundings and obtain all information that may be necessary for preparing the Bid/tender and entering into a contract. The costs of visiting the Site shall be at the Bidder's own expense.

G. Period of Validity of Bid

1. Bid shall remain valid for a period of **120 days**, from the due date of bid/tender submission. Any Bid/tender valid for a shorter period shall be rejected as non-responsive.
2. In exceptional circumstances, IICA may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder granting the request is neither required nor permitted to modify the Bid/tender.

H. Opening of Bid/Tender by IICA

1. Bid/tenders will be opened at ~~on 6th August, 2014~~ ~~20th August, 2014~~ **15th September, 2014 at 3:00 P.M.** at the following address:

**Indian Institute of Corporate Affairs,
Ministry of Corporate Affairs, Govt. of India
Plot No. : - P 6, 7, 8
Sec. 5, IMT Manesar,
District-Gurgaon, Haryana
PIN Code – 122050**

2. The Bidder's names, Bid/tender modifications or withdrawals and such other details as IICA at its discretion, may consider appropriate, will be announced at the time of opening.

I. Examination and Evaluation of Bid/tenders

1. Bid/tenders without a valid bid security in the prescribed format will be rejected.
2. Bid/tenders without a valid Power of Attorney/ Authorization for signing of Bid/tender will be rejected.
3. Vague, conditional, incomplete and late tenders shall be out right rejected.
4. Bid/tenders not meeting eligibility requirements as specified will be rejected.
5. Only those Bid/tenders meeting eligibility requirements as per specification in bid/tender document will be further evaluated.
6. IICA may ask Bidder(s) for additional information, visit to Bidder's site and/ or arrange discussions with their professional, technical faculties to verify claims made in Infrastructural Bid/tender documentation.
7. IICA shall have the right to assess the competencies and capabilities of the Bidder by going through the credentials given in the Infrastructural Bid and on the basis of such credentials, IICA may reject the candidature of the Bidder without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular Bidder. The Financial Bid of only those parties who qualify in the technical scrutiny shall be opened.

8. The Financial Bid will be strictly as per the prescribed format. Only the price quoted in the Financial Bid will be considered. Any conditions / terms and conditions inserted in the Financial Bid will be ignored.
9. If there is a discrepancy between the unit price & the total price, the unit price shall prevail and IICA shall correct the total price. If there is a discrepancy between words & figures, the amount in words shall prevail.
10. From the time the Bid is opened to the time the Contract is awarded, the Bidders should not contact IICA on any matter related to its Qualification, Technical and/or Financial Proposal.
11. Any attempt at negotiation direct or indirect on the part of a bidder with the authority to whom he has submitted the tender or the authority who is competent finally to accept it after he has submitted his tender or any endeavour to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular tender will render the tender liable to exclusion from consideration. Any effort by bidders to influence IICA in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the bid.

J. Clarification of Bids

To assist the examination, evaluation, assessment and comparison of the submitted bids, System Administrator may constitute a Technical Evaluation Committee and may ask the bidder for clarification of its bids. The request for clarification shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

K. Taxes and Duties

Bidder awarded the tender shall be responsible for all taxes, duties, license, fees etc. incurred until delivery of the contracted services to IICA. No tax or duty shall be payable by IICA unless specified by the bidder in the price bid.

L. Award of Contract

IICA will award the contract to successful Bidder whose bid/tender has been determined to be responsive and has been determined to be most competitive, provided further that the Bidder is determined to be qualified to perform the project satisfactorily. **IICA shall however not bind itself to accept the lowest or any bid/tender and reserves the right to accept any bid/tender wholly or in part.**

M. IICA's Right to Vary Quantities, Quantum/Scope of Work

1. IICA reserves the right to increase or decrease, on need basis, the requirements and duration of services originally specified in the tender document at the time of award or subsequently during execution of the project.
2. IICA shall have the right to increase the Quantum/Scope of Work by up to 25% of the total requirement or decrease up to 100%, without any change in the unit price or other terms and conditions at the same time of award of contract or during the operation of contract.
3. In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued services from the existing vendor, IICA reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender/contract within a period of twelve months from the earliest date of letter of intent at the same rate or a rate negotiated(downwardly) for the additional sites with the existing vendors considering the responsibility of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

N. IICA's right to reject any or All Bid/tenders

IICA reserves the right to reject any Bid/tender, and to annul the Bidding process and reject all bid/tenders at any time, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

O. Notification of Successful Bidder and Acceptance by Successful Bidder

1. Prior to expiration of the period of Bid/tender validity, IICA will notify the successful Bidder in writing that its Bid/tender has been accepted by issuance of Letter of Intent (LOI).
2. Within 7 (Seven) days of receipt of such intimation, the successful Bidder shall give its acceptance to IICA.
3. Within 7 (Seven) days of receipt of such intimation, the successful Bidder shall submit Performance Guarantee to IICA.

P. Disqualification / Annulment of Contract.

IICA, may at its own sole discretion, at any time during the tender process, disqualify any applicant from the process, if:

1. The Applicant has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
2. The Applicant has exhibited a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation, or financial failures, etc.

3. The bid/tender is not accompanied by required documentation. The Bidder failed to provide clarifications related thereto, when sought.
4. Information which would have entitled IICA to reject or disqualify the bid/tender becomes known after the Applicant has been qualified; IICA reserves the right to reject the Applicant at that time or at any time after such information becomes known.
5. The Applicant is found to canvass, influence or attempt to influence in any manner the qualification or selection process.
6. Institute reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
7. Any attempt at negotiation direct or indirect on the part of a bidder with the authority to whom he has submitted the tender or the authority who is competent finally to accept it after he has submitted his tender or any endeavour to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular tender will render the tender liable to exclusion from consideration.
8. Failure of the successful bidder to comply with the requirements of any or all Clause(s) as mentioned in the Tender Document shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event IICA may make the award to any other bidder at the discretion of IICA or call for new bids.
9. While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents.

Non-compliance of any one of the following clauses shall result in outright rejection of the bid.

- a. The bids will be recorded / returned unopened if covers are not properly sealed with 'PERSONAL SEAL' of the bidder.
- b. The bids will be rejected at opening stage if Bid security is not submitted and bid validity is less than the period prescribed and mentioned above.
- c. If the eligibility condition as prescribed is not met and/or documents prescribed to establish the eligibility are not enclosed, the bids will be rejected without further evaluation.
- d. If clause-by-clause compliance and deviation Statements as prescribed are not given; the bid will be rejected at the stage of Primary evaluation. In case of no deviations, a statement to that effect must be given.
- e. In case, it is found that AMC services have been subcontracted to any other firm/company etc, IICA reserves the right to annul the bid/contract with the forfeiture of Performance Security Guarantee.
- f. Compliance if given using ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- g. Prices are not filled in as prescribed in price Schedule.
- h. Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account.

10. The bidder should give a certificate that none of his/her near relative is working in Indian Institute of Corporate Affairs or any other attached/affiliated offices of the Ministry of Corporate Affairs. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person the bid will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and IICA will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

Q. Signing of Contract

1. After the acceptance of the same by the bidder, IICA will enter into the AMC contract with terms and conditions signed on the Non-Judicial Paper of suitable value which shall be submitted by the successful bidder within 15 days of issue of Work Order/Letter of Intent/Award of Contract.
2. Upon the successful bidder furnishing of performance security the IICA shall discharge its bid security.

R. Inspection & Tests

The IICA's representative shall have the right to inspect the premises of the prospective bidders' facility.

S. Other Conditions

1. The Bidder shall furnish the information in English.
2. The parent company of any subsidiary company, which is seeking qualification on the financial strength of its parent, would have to give a written undertaking that it would bear all financial liabilities of the subsidiary with regard to this bid/tender.
3. The parent company of any subsidiary company, which is seeking qualification on the technical strength of its parent, would have to give a written undertaking that its technical capabilities/ resources would be available to the subsidiary company as and when required.

T. Set-Off

Any sum of money due and payable to bidder (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the IICA or any other person or persons contracting through the IICA and set off the same against any claim of IICA or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by bidder with IICA or such other person or persons contracting through the IICA.

U. Notice

Any notice given by one party to the other pursuant to this bid/tender shall be sent to the other party in writing to the other party's address. A notice shall be effective from the date when Notice in writing is delivered or bid/tender/tendered or affixed at a conspicuous place whichever is earlier.

V. Force Majeure

If at any time the performance, in whole or in part, by either of any obligation under the contract, shall be prevented or delayed by reasons of any war or hostility, acts of public enemy, civil commotion, sabotage fire, flood, explosion, epidemic, quarantine restriction, strikes, or acts of god (hereinafter referred to as events), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence of the event, party shall by reasons of such event, be entitled to determine the contract arising out of the contract nor shall either party have any claim for damages against the other in respect of such event. Obligations arising out of this contract shall resume after the event or events have come to an end or ceased to exist. The decision of IICA as to whether such event or events have come to an end or ceased to exist, or whether deliveries of the services by the Supplier have been resumed or not, shall be final and conclusive. Provided both the parties may at their option terminate their obligations under the contract and thereupon IICA shall be at liberty to take over from the bidder all the works at a price to be fixed by IICA, which shall be final, and the Supplier shall refund forthwith the amount paid to him by IICA.

W. Indemnification

1. The Supplier shall indemnify IICA and hold it harmless from all suits, actions, debts, accounts, costs, losses, and expenses of all kinds (including legal expenses and professional advisory service expenses) arising from or out of any adverse claims of any and all persons related to the execution of services.
2. Notwithstanding any of the other provisions contained in this Tender/Contract, the Bidder shall protect, defend, indemnify and hold harmless, IICA and its employees, officers, Directors, agents, or representatives from and against any and all liabilities, damages, fines, penalties and costs(including legal costs and disbursement) arising from 'or' relating to:
:-
 - a. Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, or regulator.
 - b. Any claim made by third parties arising out of use of the services of IICA being provided using the equipment supplied under the Tender.
 - c. Claims arising in connection with interruptions 'or' degradation of services to IICA customers 'or' to other service providers whatsoever shall be the cause 'or' duration thereof; and
 - d. Any claim that the equipment/services/'or' any value addition component offered and supplied by the bidder in this tender, infringe any patent, trademarks or copyright of any third party.
 - e. The parties shall indemnify, defend and hold the other harmless against any and all third party claims.

- f. Such indemnity shall not extend to any loss, death or injury or any expenses relating thereto to the extent that it was caused by any act or omission of either party or the failure of either party to take reasonable steps in mitigation thereof.
- g. Such indemnity shall not be applicable to any loss, damage, cost or expense in respect of, and to the extent that either party is compensated pursuant to the terms of any other Contract or under any policy of insurance.

For the purpose of this Article:-

- a. Nothing in this Article whether expressed or implied shall relieve either Party of any express obligation to make any payment due to the other Party under this Bid/tender.
- b. Properties and Facilities: The bidder shall assume full responsibility and liability for the maintenance and operation of its properties and facilities and shall indemnify and hold IICA harmless from all liability and expense on account of any and all damages, claims or actions, including injury to and death of persons, arising from any act, accident or omission in connection with or arising out of the installation, presence, maintenance and operation of properties and facilities.
- c. Control and Possession: The bidder shall be deemed to be in control and possession of the equipment necessary for the proper and normal operation of the System.
- d. The bidder shall furnish on unequivocal, unqualified and irrecoverable undertaking along with the Bid Document to the effect that; During the Bidding process 'or' during the course of execution of the Contractor 'or' at any stage thereafter, if it is found that the Bidder has fraudulently misrepresented any of the facts about the product/services etc being offered under the Tender/Contract, the Purchaser (IICA) shall be free to claim a sum equivalent to damage as assessed by it subject to a maximum of the Value of the Tendered services from the Bidder for such misrepresentation. The Bidder shall immediately on being told by IICA pay such sum of money to IICA. Quantum of damages under this clause assessed and levied by the Purchaser (IICA) shall be final and not challengeable by the Bidder/supplier.

X. Default and Termination

IICA may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the bidder, terminate the Contract for services in whole or in parts:

1. If the Supplier fails to deliver either the whole or part of the services.
2. If the Supplier fails to perform any other obligation(s) and,
3. If the Supplier, in either of the above circumstances, does not cure its failure within a period of 30 days (or such longer period as IICA may authorize in writing) after receipt of the default notice from IICA.
4. On a notice period of 60 days.

All data /reports collected by the Bidder shall be returned to IICA in its original form upon such terminations. Bidder shall not have any right on this database, which is proprietary to IICA.

Y. Termination for Insolvency

IICA may at any time terminate the Contract by giving 30 (thirty) days written notice to the bidder without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action which has accrued or will accrue thereafter to IICA.

Z. Resolution of Disputes

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith negotiation between senior management of both parties failing which it shall be subject of the jurisdiction of Delhi court.

1. If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Contract or regarding a question, including the questions as to whether the termination of the Contract by one Party hereto has been legitimate, both Parties hereto shall Endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days, give 15 days' notice thereof to the other Party in writing.
2. The place of the arbitration shall be New Delhi, India.
3. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
4. The proceedings of arbitration shall be in English language.

A1. Intellectual Property Rights

1. Prior to the commencement of each project, "IDENTIFIED VENDOR" shall specify the ownership held by "IDENTIFIED VENDOR" or any third party, of the material used or to be used in the Deliverables and services. "IDENTIFIED VENDOR" grants IICA right to use over such rights to the extent they are incorporated in the Deliverables and services.
2. All rights, title and interest to all copyrights, patents and other intellectual property rights of whatsoever nature in or related to any work done by "IDENTIFIED VENDOR" under this Agreement, including but not limited to Deliverables, services and associated Documentation, shall be vested in and be the exclusive property of "IDENTIFIED VENDOR". "IDENTIFIED VENDOR" grants to IICA an irrevocable,

non-exclusive, worldwide, royalty free, transferable license to use, copy, modify and develop the same for internal purposes.

3. IICA shall not take any action that jeopardizes such proprietary rights of "IDENTIFIED VENDOR" or acquire any right to any work produced by "IDENTIFIED VENDOR" under this agreement.

A2. Governing Language

All correspondence and other documents to be exchanged by the parties shall be written in Standard Official Indian English language. The version written in English language shall govern its interpretation.

A3. Applicable Law

Appropriate laws of Government of India and/or Government of NCT of Delhi shall apply.

A4. Changes in Law

In the event of any Change in Law that affects the performance of the bidder, the bidder shall be given the benefit or burden resulting from such Change in Law

A5. Disclaimer

All the information contained in this document is stated only for the purpose expressed in the document. It is amply made clear that any indications given by the IICA about the future plans if any are only broad indicators and are subject to change without any notice. There is no commitment or obligation, whatsoever on the part of the issuer of this document, or officials associated, regarding the implementation of this or any future plans. Any assumptions made by Applicants, on the basis of information shared herein, will be at their own risk and responsibility.

FINANCIAL PART (ENVELOPE - B)

Sl. No.	Particulars	Quantity	Price (INR) A	Taxes (%) B	Total Price (Rs) C = A + B
1	One time Installation and Commissioning Charge	1			C1
2	Annual Rental Charges for 30 Mbps (1:1) Internet leased line as per specified technical details and specification quoted in Envelope- A	1			C2
NET TOTAL QUOTE (ALL INCLUSIVE)					C1 + C2

Terms & Conditions:-

1. Once quoted, the Bidder shall not make any subsequent price changes. Such price changes shall render the bid/tender liable for rejection.
2. IICA may at its discretion ask for revision of bid/tender(s).
3. Prices quoted should be for Institute premises at Manesar, Haryana and should be inclusive of all charges.
4. Prices quoted should be in Indian National Rupees (INR).
5. Prices quoted should be in metric system format.
6. All taxes, VAT, freight charges, cartages should be calculated and quoted. Also, the respective rates should also be stated.

Note:

1. The bid/tender should be inclusive of all costs.
2. All documents submitted as part of bid/tender shall be duly stamped and signed by the authorized signatory.
3. Unsealed bids and bids without full signatures and stamp of Bidder will not be accepted.
4. A person signing the bid or any other document forming part of the contract on behalf of the firm shall be deemed to warranty that he has the authority to bind the firm for all purposes/conditions/clauses of the contract/bid/tender and if in any state it is found that the person so signing had no authority to do so, IICA may, without prejudice to other civil and criminal remedies against the contract, hold the signatory and the firm liable for all costs and damages.
5. IICA shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms.

The above rates shall remain valid for a period of one year from the date of award of the contract.

Dated this _____ day of this _____ month of this _____ year

Signature of Bidder:

Name of Bidder:

(With Corporate Seal and Mobile No.)

ACCEPTANCE CERTIFICATE

I..... (Designation)..... of (Name of the Company)
..... hereby accept the Terms &
Conditions as mentioned in the Tender document bearing No. **dated** __ __,
2014 for '**30 Mbps Internet Leased Line**' for Indian Institute of Corporate Affairs (IICA),
Ministry of Corporate Affairs, Govt. of India

Signature of Bidder:

Name of Bidder:

(With Corporate Seal and Mobile No.)

ANNEXURE - I

BID LETTER FORM

From

(Registered name and address of the Bidder)

To,
System Administrator,
Indian Institute of Corporate Affairs,
Ministry of Corporate Affairs, Govt. of India,

Subject: Submission of Bid for provisioning of 30 Mbps INTERNET Leased Line Connection

Sir,

With reference to your notification inviting tender for “**30 Mbps Internet Leased Line for IICA, Ministry of Corporate Affairs, Govt. Of India**” and having examined the Bidding documents, we the undersigned, offer to provide the said including all additional services associated thereto, also called the “**Services**” as detailed in the Bidding document in response to your Notice Inviting Tender No. dated.....

We are of the firm belief that we are competent to undertake this project.

The necessary documents in support of our application are enclosed.

We undertake to:

1. Maintain validity of the Bid for a period of 90 days from the date of Bid/tender opening as specified in the Tender document, which shall remain binding upon us and may be accepted at any time before the expiration of that period.
2. Execute all contractual documents and provide all securities & guarantees as required in the bid/tender document (and as amended from time to time).
3. Until a formal Contract is prepared and executed, this bid/tender, together with your written acceptance thereof and your notification of award shall constitute a binding Contract on us.

Dated this _____ day of _____.

Signature

.....
(In the capacity of)

Duly authorized to sign bid/tender for and on behalf of

Witness:
(Signatures with name and designation)

Address:

**** (Format for covering letter to be submitted on printed letterhead of the firm and duly signed by an authorized signatory)**

Enclosed: List of documents (may be given separately)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

ANNEXURE – II

TECHNICAL DETAILS FORM

a) Name of the Agency:

b) Incorporated as _____ in year _____ at _____
(State Registered Firm, Co-operative Society or Partnership Firm)

c) Whether any Legal Arbitration/proceeding is instituted against the Agency or the Agency has lodged any claim in connection with works carried out by them. If yes, please give details.

d) Whether the agency complies with the requirement of Registration under the Contract Labour (Regulation and Abolition) Act: Yes/No

e) Agency profile (*)

- i. Address:
- ii. Name of the top executive with designation:
- iii. Telephone No:
- iv. Mobile:
- v. E-mail:
- vi. Service Tax No:
- vii. PAN:
- viii. Office Strength: Technical: _____ Nos. Administrative: _____

f) Name of the officer authorized to submit the bid/tender:

Contact phone number: Mobile: Landline:

g) Turnover: (In Rs. Crores)

2011-12	2012-13	2013-14	Total Turnover

Signature

.....

(In the capacity of)
Duly authorized to sign bid/tender for and on behalf of

ANNEXURE - III

BID BOND (EMD)

Whereas (Hereinafter called “the Bidder”) has submitted its bid dated..... for providing of vide tender No. Dated KNOW ALL MEN by these presents that WE of having our registered office at (hereinafter called “the Bank”) are bound unto Indian Institute of Corporate Affairs, IICA (hereinafter called “the Purchaser”) in the sum of Rs. for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid/tender during the period of bid/tender validity specified by the Bidder on the Bid/tender form or
2. If the Bidder, having been notified of the acceptance of his bid/tender by the Purchaser during the period of bid/tender validity
 - fails or refuses to execute the Contract, if required; or
 - Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

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

This guarantee will remain in force up to and including THIRTY (30) days after the Period of bid/tender validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority

Name

Signed in Capacity of

Name & Signature of witness

Full address of Branch

Address of witness

Tel No. of Branch

Fax No. of Branch

ANNEXURE - IV

PERFORMANCE BANK GUARANTEE

Indian Institute of Corporate Affairs, IICA

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No. : _____

In consideration of Indian Institute of Corporate Affairs (IICA), having its office at (INDIA) (hereinafter referred to as "IICA" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Purchase Order No. _____ dated _____ with/on M/s _____ (hereinafter referred to as "The Supplier" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to provide the AMC / FMS services as per terms and conditions given in the Agreement dated _____ /Purchase Order No. _____ dated _____ and IICA having agreed that the Supplier shall furnish to IICA a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for _____.

We, _____ ("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay up to but not exceeding _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

This Letter of Guarantee will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

**Authorized Signature
Manager
Seal of Bank**

ANNEXURE – V

FORM- Information to be provided by the Company / Firm(s)

Sl.No	Parameters	Information
1.	Name and address of the Bidder Firm	
2.	Name of the Bidder Firm if different from (1). If Bidder Firm (2) is Bidding then copies of authorization Certificates from Parent Firm to be provided	
3.	Year of Incorporation of Bidder Firm.	
4.	Income tax, sales tax, VAT registrations	
5.	Cities where offices are located	
6.	Cities where development and support centres are located	
7.	Do you have a rating from appropriate agencies for your services?	
8.	Turnover of the Bidder Firm in last 3 years :	
9.	Evidence of registration with relevant authorities	
10.	What differentiates you from other service providers	

Signature

Name of the Authorized Signatory: _____

Designation: _____

Name of the Firm: _____

Place: _____

Date: _____

ANNEXURE – VI

UNDERTAKING

We understand that if the details provided above are found untenable or unsubstantiated, our application is liable to be rejected without any reference to us.

We further clearly understand that “Indian Institute of Corporate Affairs” is not obliged to inform us of the reason of rejection of our bid/tender.

The decision taken by the Director General and CEO, IICA will be final and binding on all Bidders.

I hereby declare that our company has not been debarred / black listed by any Government /Semi Government organizations. I further certify that I am the competent authority in my company authorized to make this declaration.

(Authorized Signatory)

(Seal of the Company)

*****Format for undertaking to be submitted on printed letterhead of the firm and signed by an authorized signatory**

ANNEXURE – VII

Contact Details of Resident Engineers

Contact details (name, address, phone, fax, mobile, email) of support Engineers are to be given below:

(To be filled in by the contractor)

Sl.No	Name	Address	Phone	e-mail	FAX

ANNEXURE - VIII

FAULT ESCALATION MATRIX

Contact details (name, address, phone, fax, mobile, email) for L1, L2 & L3 escalation support personnel are to be given below:

(To be filled by the bidder)

Sl.No	Level	Name	Address	Phone	e-mail	FAX
	L1					
	L2					
	L3					

ANNEXURE - IX

LOG BOOK FOR CORRECTIVE MAINTENANCE

(Provisioning of 30 Mbps Leased Line Internet Connection)

Period: From _____ to _____

IN CHARGE Name:

Designation:

(A) Details of Fault during Period: Following are the details of faults and fault responses, observed during the above mentioned period.

Sl. No.	Docket No.	Problem Description	Effect on Service (No/ Degrade/	Fault Category/ Major/ Minor)	Date Time of Fault reporting by IICA	Attended fault on Date & Time by Bidder's Engineer	Completion of fault rectification Date & Time	Total Time taken for Fault rectification	Call status (Pending) /Attended	Solution provided	Remarks.
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(B) The number of repeat faults attended for the same equipment/same site.

(C) It is also certified that No Faults are pending against these equipments at the end of above mentioned period.

(Cross if any fault is pending)

Signature

Bidder Representative

Name:

Location:

Date:

Signature

System Administrator, IICA

Name:

Location

Date:

ANNEXURE- X

EXPERIENCE CERTIFICATE

This is to certify that M/s-----, ----- has executed the works related to -----, ----- and ----- during the past three financial years as per the details given below.

SI.No	Year	Description of work carried out	Amount	Remarks

NOTE- Bidder should have successfully executed the installation and provisioning of Leased Line Internet Connection of minimum 30 Mbps for at least one year in any PSB/ PSU/ Govt. Department/Govt. Ministries/Statutory Bodies/Autonomous Bodies/Central Universities etc.