



NOTICE INVITING TENDER

FOR

SITC - WLAN Wi-Fi ACCESS POINT

FOR

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

NIT No. IICA/15-15/2015

ORGANIZATION BRIEF

IICA has been established by the 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. | Complete SITC | Maximum 15 days from the date of award of contract /work. |
| 2. | Date of Issue of Notice Inviting tender | 27-03-2015 |
| 3. | Place of Sale of Bidding Documents. | The tender document is available for download from the website of the Institute (www.iica.in), under "Tender Section" at no cost. |
| 4. | Deadline for Bid Submission | 10th, April 2015 up to 3:00 P.M. |
| 5. | Time & Date for Opening Technical Bid | 13th, April 2015 at 3:00 P.M. |
| 6. | Place for Opening Technical Bid | Meeting Room IT Services Division, 3 rd Floor, Main Building Indian Institute of Corporate Affairs, Plot No. :- P 6,7,8 Sec. 5, IMT Manesar, District-Gurgaon, Haryana PIN Code – 122050 |
| 7. | Officer Inviting Bid/Tender | Sh. Debarun Kalita, System Administrator, Indian Institute of Corporate Affairs, 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, Plot No. :- P 6,7,8 Sec. 5, IMT Manesar, District-Gurgaon, Haryana PIN Code - 122050</p> <p>Phone No. : +91-(0124)- 2290203 : +91-(0124)-2640174 : +91-9999595265 Fax No. : +91-(0124)-2291036 Email: debarun.kalita@iica.in</p> |
|----|--|--|

Notice Inviting Tender (NIT)

IICA, established by the Indian Ministry of Corporate Affairs, having its registered office at Manesar, Gurgaon, Haryana and Delhi office at 2nd Floor, Paryavaran Bhawan, CGO Complex, New Delhi invites sealed bids under two bids system (Technical & Financial Bids) from Manufacturers (OEM), Authorised Dealers / Suppliers etc. for Supply, Installation, Testing & Commission (SITC) of WLAN Wi-Fi Access Points as per requirement stated below:

Requirement

| Serial No. | Product Type, Make & Model | Quantity (Nos.) |
|------------|--|-----------------|
| 1 | TYPE-A Wi-Fi Access Point - FORTI WLAN AP 221C | 25 |

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

The deadline for submission of bid is 3:00 P.M. on 10th April, 2015. 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 / +91-(0124)-2290203** or e-mail at debarun.kalita@iica.in

The Tenders will be opened on 13th April, 2015 at 3:00 PM in the presence of bidders, who choose to be present. The tender document should be addressed to:-

Sh. Debarun Kalita,

System Administrator

IT Services Division

Indian Institute of Corporate Affairs,

Ministry of Corporate Affairs, Govt. of India

Plot No. : - P 6, 7, 8

Sec. 5, IMT Manesar, Manesar

District-Gurgaon,

Haryana

PIN Code - 122050

INSTRUCTION TO BIDDERS (ITB)

A. Eligibility Criteria

General Eligibility Criteria

The bidder should satisfy the below mentioned criteria and should submit valid documentary evidence to support the eligibility claim:

1. The bidder should be a partnership/Society or 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 INR 50 Lakhs or above during financial years 2011-12, 2012-13 and 2013-14 and submit the following:
 - a. A copy of the audited annual accounts for these years.
 - b. Copy of Service Tax Registration Certificate.
 - c. Copy of PAN Card.
 - d. Copy of VAT Certificate.
3. Bidder has to submit their clientele list.
4. The bidder should have executed (during last 3 years) at least one project for complete Supply, Installation, Testing & Commission (SITC) of IT equipments of minimum Work order value of INR 5,00,000/- or two projects of minimum Work Order value of INR 2,50,000/- each or three projects of minimum Work Order value of INR 1,50,000/- each. Detail of such projects to be provided.
5. The bidder shall provide a certificate with the bid that the firm and OEM has not been debarred/ blacklisted for any reason for any period by any Central/ State Govt. Dept. / University/ PSU etc. during last 5 years. If so, particulars of the same may be furnished. Concealment of facts shall not only lead to cancellation of the bid/order, but may also warrant legal action. Bidder debarred/ blacklisted by any Central or State Govt. / Quasi – Govt. Departments or organizations as on bid calling date for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.

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 SITC of WLAN Wi-Fi Access Points for IICA, Ministry of Corporate Affairs” and word “TECHNICAL BID” 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 SITC of WLAN Wi-Fi Access Points for IICA, Ministry of Corporate Affairs” 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 SITC of WLAN Wi-Fi Access Points for IICA, Ministry of Corporate Affairs**”. 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 received after the due date.
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 the business letter head duly stamped and signed and dated on each page as their unconditional acceptance to the terms prescribed by IICA. 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. IICA 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.

13. The contract shall be for the full quantity as described in the tender. Corrections, if any, shall be made by crossing out, initialling, dating and re-writing.
14. All duties, taxes and other levies payable by the vendor shall be included in the total price.
15. The rates quoted by the bidder shall be fixed for the entire duration of the contract and shall be included in the total price.
16. The prices should be quoted in Indian Rupees only.
17. Packing, forwarding, insurance etc will be to vendors account.
18. All essential accessories cost must be included in the price quoted.
19. Price bids are to be essentially signed by the vendor or person authorized by him.
20. Each bidder shall submit only one quotation. Alternatives offer option, if any, must be quoted in independent/separate tender schedule.

21. I. Techno-Commercial Bid should consist of:

- *Bid Form (Annexure-1)*
- *Copy of the last audited balance sheet of the company*
- *Income tax registration details*
- *Technical details of the goods and services offered*
- *Statement of deviation from the technical specifications*
- *Copies of relevant work orders*
- *Certificate of Registration of firm*
- *Certificate of Value Added Tax/Central Sales Tax/Local Sales Tax Registration No.*
- *Photocopy of Warrantee Agreement between the Bidder and the Service Provider*
- *Technical Literatures/Brochures/Catalogues of the quoted products.*

Commercial Terms:-

- *Percentage rate of Value Added Tax / Central Sales Tax / Local Sales Tax, Octroi, freight and forwarding charges, handling charges, loading/unloading charges, and any other tax / charge as applicable should be clearly mentioned.*
- *Validity period of Quotation*
- *Delivery Period*
- *Payment Terms*
- *Warranty*
- *Terms of Delivery*
- *Performance Bank Guarantee*

II. Financial Bid should consist of:

- *Basic Price, Chargeable amount of Taxes, Transportation charges, installation charges, Octroi and handling charges etc. if any, Bid Form.*
- *Estimated quantity and Financial Bid Analysis.*
- *Statement of deviations from financial terms and conditions.*
- *Price Schedule Warranty.*

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

22. **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. Earnest Money shall be forfeited if the supplier backs out after the placement of order. The bidder can also be proceeded against for other actions such as blacklisting, recovery of loss, etc.

***Exemption of Earnest Money Deposit:** Firms registered with Directorate General of Supplies & Disposals and National Small Scale Industries Corporation may be exempted from payment of EMD if the product being quoted is actually manufactured by them and the same quoted product is registered with these agencies. Firms registered with these agencies selling products of other companies and not manufacturing the products being quoted by them are not allowed exemption from payment of EMD. Firms are to submit a legible photocopy duly attested, of Registration Certification of the products manufactured and registered with DGS&D and NSIC for availing EMD exemption before opening of Techno-commercial Bids, otherwise tender submitted by them may not be considered.*

23. **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. **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 of contract 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.

24. Completed tenders, addressed to Shri. Debarun Kalita, System Administrator should be submitted by hand / registered post/speed post / courier, latest by 10th April, 2015 up to 3:00 P.M. at the following address.

Sh. 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, Manesar
District-Gurgaon, Haryana
PIN Code – 122050**

C. Scope of Work:

1. The Scope of work shall consist of Supply, installation, testing and commissioning of Wi-Fi Access Points at IICA Manesar Campus, including supply, preparation of design drawing; erection and placing in position at site complete in all respects and its maintenance during warranty period.
2. IICA already has a Fortigate 600C UTM having inbuilt Wi-Fi controller. The supplied Wi-Fi Access Points should use that controller and must be compatible with the same.

IICA has the following infra of Fortinet make.

- Fortigate 600C Firewall
 - Forti Analyzer 200D
3. All wireless items/equipments as well as any associated items/equipments/devices supplied must be compatible with and work in conjugation with the aforementioned list of Fortinet UTM infra. All supplied items must be installed, configured and deployed to work in linkup with the existing Fortinet infra.

4. Comprehensive on-site warranty on Wi-Fi Access Points should have at least 1 year (on-site & comprehensive) from the last date of completion /installation of the items supplied as certified by IICA.
5. Bidder should be responsible for provisioning end-to-end solution.
6. The bidder should provide all necessary equipment for connectivity, if any.
7. The vendor has to provide onsite support, when required.
8. Installation and pre- and post-configuration of the equipment shall be the responsibility of the successful bidder/firm.
9. The scope of work shall also necessarily include the following, if required.
 - *Secure mounting of APs in the boxes.*
 - *Fibre Termination.*
 - *Fibre cable laying.*
 - *Laying of GI/HDPE/PVC Channel/Conduits for cabling from switch locations to AP locations.*
 - *Laying of UTP Cable from PoE Switches location to AP Location.*
 - *Fixing of RJ45 connectors where ever required.*
 - *System integration.*
10. Design the wireless network for the entire IICA campus
11. Bidders are required to survey the buildings and open area at IICA (i.e. All Departments, Administrative Building, Hostels) to assess the number of access points and type of access points required in each building.
12. The Wi-Fi Network has to be integrated with the exiting Campus Wide Network LAN for utilizing the resources such as internet bandwidth available on LAN. Any extension of campus LAN i.e., extension of optical fiber may be considered from the nearest location of Distribution Back bone.
13. Site survey to be done for the entire campus and report should be submitted along with the proposal.
14. Wi-Fi Network should be available at all the buildings with optimal signal strength (**-65dbi to -75 dbi**) and the vendor has to assess and meet the bandwidth required for user in each area as designated.
15. The work includes the installation of Access Points and connecting them to the nearest point of presence of the campus network.
16. The ports availability in the nearby network switch has to be verified by the bidder.
17. The proposed design should be validated and authorized by respective OEM /Principals.
18. All the Software packages mentioned should be supplied in Original pack in CDROM media along with original license and manuals.

19. **Completeness of Scope:** Only such Bidders who have quoted their prices for the complete scope under the specification in all respects shall be considered. The Bidder must furnish complete information sought for in this specification. Incomplete information may lead to the rejection of the Tender.
20. **Warranty:** Vendor shall provide warranty of trouble free operation of whole system during the Warranty period after successful testing, commissioning and handing over. During this period it will be the responsibility of the vendor to maintain and support the system fully and ensure the availability of the system, providing of all supplies, spares and services necessary for the maintenance at no extra cost. All calls should be attended immediate and 24x7 services should be provided. The contractor shall provide 1 year warranty (on-site & comprehensive) on Wi-Fi_Access Points from the last date of installation and shall be responsible for any defects that develop in the Wi-Fi Access Points. They shall also replace any defective part of the product supplied and other_accessories, without any exception and recourse, free of cost. The contractor is responsible for all packing, unpacking, assembly, installation of units. The contractor will test the products and accomplish the adjustments necessary for successful and continuous operation of the products supplied at all installation sites and shall ensure maintenance of the supplied products during the warranty period. All the repairing / replacing of defects shall be done by the contractor totally free of cost.
21. While quoting, the vendor will have to propose the Installation Plan, which should include the number and type of Access Points required. Any other Hardware or item required to implement the Total Solution should be mentioned separately in the Technical Bid Bill of Material. IICA, through after survey has prepared a deployment plan to cover the desired areas , Vendors are free to propose an alternative more efficient plan which will ensure maximum and optimum coverage for the campus. The quantity mentioned is approximate. Vendors are requested to inspect the sites before quoting for the Tender.
22. **Supply & Installation:** The items are required to be delivered within two weeks maximum from the receipt of confirmation of Purchase order to the successful bidder and should be installed in complete manner at IICA within stipulated time period, failing which liquidated damages may be imposed. The bidder will provide all the documentation and testing reports of the materials and equipments. The bidder will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc. at his own cost. If any changes/editions/up-grade developed in the software the same will be provided free of cost during warranty period.
23. The responsibility lies with the successful bidder, if any damage or loss to the property of the Institute occurs while undertaking and executing the Contract even any mis-happening will be happened in which the life of the person affected. In any of these circumstances IICA is not responsible.
24. **Coverage :**The proposed areas/zones within the IICA premise/campus to be covered with WLAN Wi-Fi APs along with tentative plan for the deployment of Wi-Fi Access Points in IICA Campus is given in ANNEXURE – XI

D. Payment Terms and Conditions:

1. Payment for installation and commissioning will be made within one month from the date of satisfactory completion of job.
2. No advance payment will be made.
3. Delivery, installation and commissioning should be done within 2 weeks of confirmed order.
4. Receipt of material is subject to inspection.
5. The Supplier shall raise the invoice after the supply of material and satisfactory installation. IICA shall make the payment within 60 days from the date of submission of invoice, if the invoice(s) is/are found in order and inspection report found satisfactory.
6. Service Tax and any other statutory tax / cess / levy shall be deducted at source as per rules prevalent at the time, and deposited with the quarter concerned.
7. Costs/charges not mentioned in the quotation/tender shall not be paid.
8. Bank charges, if any, shall be borne by the supplier.

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.

F. 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.

G. Opening of Bid/Tender by IICA

1. Bid/tenders will be opened at on **13th April, 2015 at 3:00 P.M.** at the following address:

**Meeting Room, IT Services Division
3rd Floor, Main Building
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.
3. In case due to any reason Govt. Of India/IICA declares holiday on date of opening of quotation then the quotation will be opened on the next working day at the same time and venue.

H. Examination and Evaluation of Bid/tenders

1. Bid/tenders without a valid bid security in the prescribed format will be rejected.
2. Vague, conditional, incomplete and bids received after the last date shall be out rightly rejected.
3. Bid/tenders not meeting eligibility requirements as specified will be rejected.
4. Only those Bid/tenders meeting eligibility requirements as per specification in bid/tender document will be further evaluated.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. The Tender Evaluation Committee (TEC) constituted for the purpose reserves the right to accept or reject any or all the bids or negotiate on any of the tender conditions/ items and to annul the bidding process and reject all the bids at any time prior to placement of order without assigning any reason thereto and without any obligation to inform the affected bidders.
11. The TEC reserves the right to assess the capacity / capability of the suppliers in the overall interest of the Institute without assigning any reason.

I. 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.

J. 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.

K. 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.**

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

IICA reserves the right to increase or decrease, on need base 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.

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

IICA reserves the right to reject any Bid/tender, and to cancel 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.

N. 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. IICA 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 rejected at opening stage if Bid security is not submitted and bid validity is less than the period prescribed and mentioned above.
- b. 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.

- c. 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.
- d. Prices are not filled in as prescribed in price Schedule.
- e. 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.

O. 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.

P. Inspection & Tests

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

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

TECHNICAL PART (ENVELOPE - A)

The technical specifications for Wi-Fi Access Points are stated below:-

TYPE-A: 802.11a/b/g/n - For Medium User Density Environment

| TYPE-A Wi-Fi Access Point - FORTI WLAN AP 221C | | | | |
|---|---------------------|--|---------------------------|-----------------|
| S.No | Features | Specification | Compliance Yes/ No | Comments |
| | Architecture | | | |
| | | The Access Point should support IEEE 802.11a/b/g/n standards | Yes | |
| | | Should have the dual radio option and should be able to support devices on 2.4GHz and 5 GHz simultaneously. | Yes | |
| | | Should have at least 4 Internal or external Antennas | Yes | |
| | | Should have 1 x 10/100/1000 Interface | Yes | |
| | | Should support Power over Ethernet (PoE) 802.3af | Yes | |
| | | Support 2x2 MIMO dual stream or better | Yes | |
| | | The access Point should support aggregate throughput of minimum 600 Mbps Bandwidth. | Yes | |
| | Mobility | | | |
| | | Should support L2 and L3 wireless controller discovery | Yes | |
| | | Should support auto-selection of RF channel and transmit power | Yes | |
| | | Should support Simultaneous AP and dedicated air monitor or concurrent 2.4Ghz and 5Ghz AP with background scan | Yes | |
| | | WME Multimedia Extensions support 4 priority queues for voice, video, data and background traffic | Yes | |

| | | | | |
|--|--------------------|---|-----|--|
| | | Certified by the Wi-Fi Alliance's Wi-Fi Multimedia™ certification program | Yes | |
| | | Should support 16 Simultaneous SSIDs | Yes | |
| | | Support EAP-TLS EAP-TTLS/MSCHAPv2 EAPv0/EAP-MSCHAPv2 PEAPv1/EAP-GTC EAP-SIM EAP-AKA EAP-FAST | Yes | |
| | | support self-healing, self-optimizing local mesh extending network availability to areas without an Ethernet infrastructure | Yes | |
| | | Should support 802.11n tx Beam-Forming | Yes | |
| | | Should support at least 17dBm Transmission Power | Yes | |
| | | Should have integrated / 3rd party locking mechanism (such as Kensington lock feature) – Cost to be included | Yes | |
| | Management | | | |
| | | Should be centrally managed through the wireless controller | Yes | |
| | | Should support DNS based Controller discovery, DHCP Based Controller discovery | Yes | |
| | | Should support web-based secured management interface | Yes | |
| | | Command line CLI | Yes | |
| | | Support Wall or Ceiling mounting option | Yes | |
| | Environment | | | |
| | | Operating Temperature - 32 – 104 °F (0 – 40 °C) | Yes | |
| | | Should include the necessary mounting kits | Yes | |
| | | Low Voltage Directive , RoHS complaint | Yes | |
| | | Should include the necessary mounting kits | Yes | |

FINANCIAL PART (ENVELOPE - B)

| Sl. No. | Product Name | Quantity A | Price/unit (INR) B | Taxes/unit (INR) C | NET TOTAL QUOTE D = A * (B+C) |
|---------|--|---------------|--------------------------|--------------------------|-------------------------------------|
| 1 | <i>TYPE-A Wi-Fi Access Point (Indoor) - Forti WLAN AP 221C</i> | 25 | | | |

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 2015

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

Subject: Submission of Bid for SITC of WLAN Wi-Fi Access Points

Sir,

With reference to your notification inviting tender for "**SITC of WLAN Wi-Fi Access Points for IICA, Ministry of Corporate Affairs**" and having examined the Bidding documents, we the undersigned, offer to provide the said "**Items**", 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 120 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 _____, 2015

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)

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

PERFORMANCE BANK GUARANTEE

(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 said items and 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 - IV

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. | Turnover of the Bidder Firm in last 3 years : | |
| 9. | What differentiates you from other service providers | |

Signature

Name of the Authorized Signatory: _____

Designation: _____

Name of the Firm: _____

Place: _____

Date: _____

ANNEXURE - V

LOG BOOK FOR CORRECTIVE MAINTENANCE

(SITC – WLAN Wi-Fi Access Points)

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/ Down) | Fault Category/ Major/ Minor / Non Service affecting | 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 /completed) | Solution provided | Remarks. |
|---------|------------|---------------------|---------------------------------------|--|--------------------------------------|--|---|--|---|-------------------|----------|
| | | | | | | | | | | | |

(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.

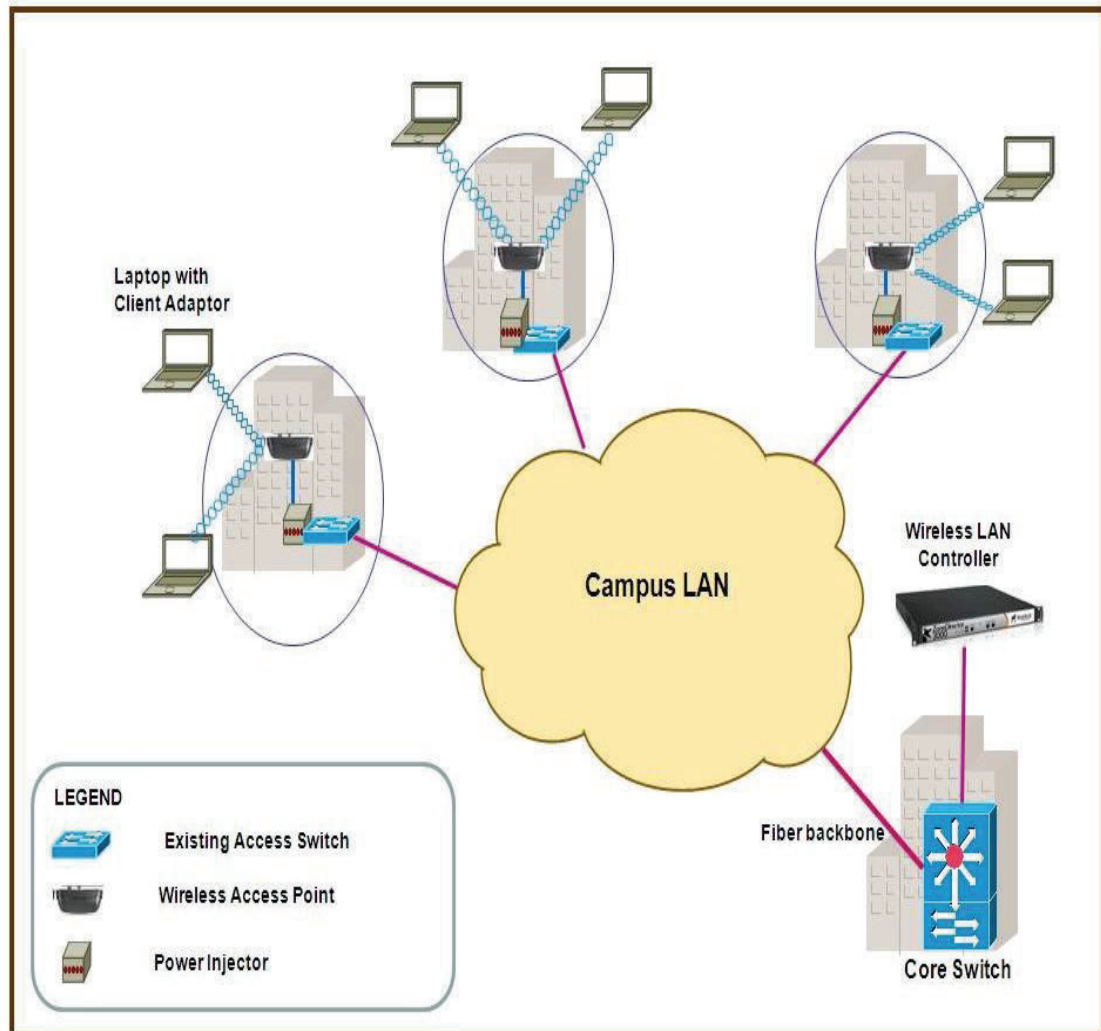
(Cross if any fault is pending)

Signature
Bidder Representative
Name:
Location:
Date:

Signature
System Administrator, IICA
Name:
Location
Date:

ANNEXURE- VI

Wireless LAN Architecture Diagram for IICA Premises



ANNEXURE- VII

Wi-Fi AP Tentative deployment location Plan

| Ground Floor | | 8th Floor | | Retreat | | Hostel | | 1BHK | | NET TOTAL APs |
|-----------------------|----|-----------|---|---------|---|--------|---|------|---|---------------|
| <i>Reception area</i> | 1 | Left | 2 | GF | 2 | GF | 1 | 1F | 1 | |
| <i>Auditorium</i> | 1 | Right | 1 | 1F | 1 | 1F | 1 | 2F | 1 | |
| <i>Class Room</i> | 2 | | | | | 2F | 1 | | | |
| <i>Room no.022</i> | 1 | | | | | 3F | 1 | | | |
| <i>Room no.023</i> | 1 | | | | | | | | | |
| <i>Room no.024</i> | 1 | | | | | | | | | |
| <i>Cafeteria</i> | 1 | | | | | | | | | |
| <i>Library right</i> | 2 | | | | | | | | | |
| <i>Library Left</i> | 3 | | | | | | | | | |
| | | | | | | | | | | |
| Total | 13 | | 3 | | 3 | | 4 | | 2 | 25 |

Note:

- GF – Ground Floor
- 1F – 1st Floor
- 2F – 2nd Floor
- 3F – 3rd Floor