



**Indian Institute of  
Corporate Affairs**  
*Partners in Knowledge. Governance. Transformation.*

**Notice Inviting e-Tender**

**For**

**SITC of WLAN Wi-Fi Access Points**

**For**

**Indian Institute of Corporate Affairs**

M/o Corporate Affairs

Govt. Of India

[e-NIT No. IICA/15-15 /2015/NIT- \(2\)](#)

**[F. No. IICA/15-15/2016]**

Indian Institute of Corporate Affairs  
M/o Corporate Affairs  
Government of India

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No. IICA/15-15/2015/NIT - (2)

Plot No. 6, 7, 8, Sector – 5  
IMT Manesar, Manesar  
District -Gurugram, Haryana  
PIN – 122052

**Dated:** 25<sup>th</sup> November, 2016

**Sub:** Notice inviting e-Tender for SITC of WLAN Wi-Fi Access Points – Reg

Indian Institute of Corporate Affairs, under Ministry of Corporate Affairs, invites offers/bids under two bid system (Technical & Financial Bid) from “OEM Company and their Delhi NCR region based authorized dealers/resellers/distributors/channel partners/franchisees/ASPs” for supply, installation, testing & commission (SITC) of WLAN Wi-Fi Access Points as per requirement stated below:

**Requirements and Specifications**

Sl. No.	ITEM (Make & Model)	DESCRIPTION	QUANTITY (Nos.)
<b>RF COMPONENT</b>			
1	IAP-225-RW	(Aruba Instant IAP-225 Wireless Access Point, 802.11ac, 3x3:3, dual radio, integrated antennas - Restricted regulatory domain: Rest of World)	2
2	IAP-103-RW	(Aruba Instant IAP-103 Wireless Access Point, 802.11n, 2x2:2, dual radio, integrated antennas - Restricted regulatory domain: Rest of World)	52

3	LIC-AW	(Airwave License for One (1) device. Includes RAPIDS and VisualRF. Order in multiples of this license SKU based on the desired device count to be supported in Airwave deployment. License supported from Airwave 8.0.8.2 release onwards.)	54
<b>ACCESSORIES</b>			
4	AP-220-MNTW1W	(Aruba Access Point Mount Kit (basic, flat surface). Contains 1x flat surface wall/ceiling mount bracket (colour white).)	54
5	PD-3501G-AC	(15.4W 802.3af POE midspan injector, 10/100/1000Base-T Ethernet)	52
6	PD-9001GR-AC	(30W 802.3at POE midspan injector, 10/100/1000Base-T Ethernet)	2
7	AP-CBL-SER	(AP serial adapter cable (proprietary to DB9 female))	1

2. Interested authorized dealers/resellers/distributors/channel partners/franchisees ASPs, who are willing to meet the stated requirement, are requested to kindly submit their competitive bids/offers through e-procurement system of CPPP of Gol.

3. The competent authority in IICA reserves the right to amend any of the terms and conditions contained in the tender document or reject any or all the bids without giving any notice or assigning any reason thereof. The decision of competent authority in this regard will be final and binding.

4. All the prospective bidders are requested to read and understand the terms and conditions of the contract as detailed in the e-NIT document before submitting their bids, as no change or violation of the terms and conditions are permissible once the bid is accepted by this office.

5. The tenders are being invited through e-procurement system of Central Public Procurement Portal- CPPP (e-procure.gov.in) of Government of India. Bidders are requested to apprise themselves of the provisions of e-procurement system and submit their respective bids through e-procurement systems at [www.eprocure.gov.in](http://www.eprocure.gov.in).

6. The tender document can be previewed and downloaded from the e-procurement module of Central Public Procurement Portal of Govt. of India at [www.eprocure.gov.in](http://www.eprocure.gov.in) as well as from the website of the organization ([www.iica.in](http://www.iica.in)) under “Tender” section, on the home page.

7. The deadline for submission of bid is 3:00 P.M. on 8<sup>th</sup> December, 2016. Tenders received after last date of submission will not be considered.

8. For further details, bidders may contact Sh. Debarun Kalita, Head, IT Department at +91-(0124)-2640174 / +91-(0124)-2290203 or e-mail at [debarun.kalita@gov.in](mailto:debarun.kalita@gov.in) / [sa-iica@gov.in](mailto:sa-iica@gov.in) .

9. The tenders will be opened on 8<sup>th</sup> December, 2016 at 3:30 PM. within the e-procurement module of Central Public Procurement Portal of Govt. of India at [www.eprocure.gov.in](http://www.eprocure.gov.in) .

Sd/-

**(D. Kalita)**

Tender Inviting Authority  
IICA, M/o Corporate Affairs

Tel: 0124-2640174

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**:: IMPORTANT INFORMATION SCHEDULE ::**

SL. NO.	HEAD	DESCRIPTION
1.	<b>Tender Submission Mode</b>	<ul style="list-style-type: none"> <li>The tenders are being invited through e-procurement system of Central Public Procurement Portal- CPPP (<a href="http://e-procure.gov.in">e-procure.gov.in</a>) of Government of India. Bidders are requested to apprise themselves of the provisions of e-procurement system and submit their respective bids through e-procurement systems at <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>.</li> </ul>
2.	<b>SITC</b>	<ul style="list-style-type: none"> <li>Maximum 15 days from the date of award of contract /issue of work order.</li> </ul>
3.	<b>Date of Issue</b>	25 <sup>th</sup> November, 2016
4.	<b>Tender Document Availability</b>	<ul style="list-style-type: none"> <li>The tender document can be previewed and downloaded from the e-procurement module of Central Public Procurement Portal of Govt. of India at <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> as well as from the website of the organization ( <a href="http://www.iica.in">www.iica.in</a> ) under “<b>Tender</b>” section, on the home page.</li> </ul>
5.	<b>Bid Submission - Deadline</b>	3:00 P.M. on 8 <sup>th</sup> December, 2016
6.	<b>Bid Opening</b>	3:30 P.M. on 8 <sup>th</sup> December, 2016
7.	<b>Venue (Bid Opening)</b>	<ul style="list-style-type: none"> <li>The tenders will be opened 8<sup>th</sup> December, 2016 at 3:30 PM. within the e-procurement module of Central Public Procurement Portal of Govt. of India at <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>.</li> </ul>
8.	<b>Tender Inviting Authority</b>	<ul style="list-style-type: none"> <li><b>Sh. D. Kalita</b> Head, IT Department Indian Institute of Corporate Affairs, Plot No. :- P 6,7,8 Sec. 5, IMT, Manesar District-Gurugram, Haryana PIN Code - 122052</li> </ul>

		<p>Phone No. : +91-(0124)- 2290203 / +91-(0124)- 2640174  Fax No. : +91-(0124)-2291036  Email : <a href="mailto:debarun.kalita@gov.in">debarun.kalita@gov.in</a> / <a href="mailto:sa-iica@gov.in">sa-iica@gov.in</a></p>
9.	<b>EMD</b>	<ul style="list-style-type: none"> <li>An earnest money (EMD) of Rs. 1,00,000.00 (Rupees One Lakh) in the form of bank draft in favour of Indian Institute of Corporate Affairs, payable at New Delhi may be submitted in original through Speed Post/Courier/Registered Post/By hand to the tender inviting authority. The earnest money will be refunded to the unsuccessful tenders after finalization of the contract.</li> </ul>
10.	<b>EMD Submission</b>	<ul style="list-style-type: none"> <li>The EMD (in original), enclosed in a sealed envelope and duly addressed to the Tender Inviting Authority by name, should invariably reach the tender inviting authority by 3:00 P.M. on 8<sup>th</sup> December, 2016 by all means.</li> </ul>
11.	<b>Performance Bank Guarantee</b>	<ul style="list-style-type: none"> <li>Successful bidder will have to deposit performance security money equivalent to 10% of the contract value (Purchase order value), in the shape of bank Guarantee/fixed Deposit for the period of contract. Performance Security money will be forfeited in case of violation of any of the terms and conditions of the tender or if it is found that the items supplied is not up to the mark.</li> </ul>

Sd/-

**(D. Kalita)**

Tender Inviting Authority  
IICA, M/o Corporate Affairs  
Tel: 0124-2640174

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# PART A

## :: INSTRUCTION TO BIDDERS ::

### **A. Eligibility Criteria**

**The bidder should satisfy the below mentioned criteria and should invariably submit valid documentary evidence (through e-procurement system) to support the eligibility claim:**

1. The bidder should be a reputed, reliable and well established Partnership Firm/Registered Society or a Company registered under the Companies Act, 1956/2013 and should have been in the business for more than 3 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. 25 Lakhs or above during audited financial years 2013-14, 2014-15 and 2015-16 and submit the following:
  - a. Certification from a Chartered Accountant (CA) / firm of CAs certifying turnover in the financial years 2013-14, 2014-15 and 2015-16.
  - 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.
  - f. Up-to-date Sales Tax Clearance Certificate/VAT registration certificate indicating also the TIN number of the firm.
3. Bidder has to submit their clientele list. A list of clients to whom similar items and services have been supplied/provided in the past two years should be furnished with particulars like name of the organization, items supplied, quantity of items supplied, name, address & phone number of contact person. Certificates from earlier clients for successful fulfilment of SITC must be enclosed.
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. Detail of such projects along with certificates from the organizations for successful and satisfactory completion of SITC to be furnished.
5. The bidder should not have been debarred or blacklisted by any Central Government Ministry, Department, Attached Office, Subordinate office, Statutory Body, Regulatory Body,

Central University, Autonomous Body, CPSEs or State Government Department, Attached Office, Subordinate office, Regulatory Body, State University, Autonomous Body, State PSEs. 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 agency mentioned as above 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 Government Ministry, Department, Attached Office, Subordinate office, Statutory Body, Regulatory Body, Central University, Autonomous Body, CPSEs or State Government Department, Attached Office, Subordinate office, Regulatory Body, State University, Autonomous Body, State PSEs as on bid calling date for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.

6. The bidder should not be engaged or involved in any litigation in any of the Court(s) across India. An affidavit to that effect on Non-Judicial Stamp paper of 50/- duly notarised shall be enclosed with the technical bid.

**B. Guidelines on Bid submission:**

1. The language of the documentation & details in the bids must be in standard official Indian English.
2. Bidders shall not be permitted to withdraw their offer after submission of their bids. Conditional bids shall not be accepted. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security / EMD shall be forfeited.
3. All erasures and alterations made while filling the tender must be attested by initials of the bidder. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void. No advice of any change in rule or conditions after the opening of the tender will be entertained.
4. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract otherwise the tender is liable to be rejected.
5. The bidder is required to furnish the information as sought in Annexure(s), entailed in the e-NIT document, failing which the bid shall be summarily rejected.
6. The complete tender document and all other required enclosures / documents / Annexure(s) should be signed on each page by the Authorized Person / Signatory and be submitted accordingly, failing which the bid shall be summarily rejected. Each page of the tender documents is required to be signed by the authorized person or persons submitting the tender in token of his / their having acquainted himself/ themselves with the terms & conditions of the contract as stipulated.



7. All bids are to be submitted under two bid system. The **E-tender** shall be submitted in two parts:

a. **Technical Bid:** The technical bid must be accompanied along with the following documents compulsorily, failing which the tender will be rejected: -

- i. Copy of Certificate of Incorporation, if any.
- ii. Copy of memorandum & articles of association (if applicable).
- iii. Copy of Certificate of Value Added Tax/Central Sales Tax/Local Sales Tax Registration No.
- iv. Copy of Certificate of Service Tax Registration.
- v. Copy of PAN Card.
- vi. Copy of the last audited balance sheet of the company.
- vii. Income tax registration details.
- viii. Technical details of the goods and services offered.
- ix. Statement of deviation from the technical specifications.
- x. Copies of relevant work orders.
- xi. Certificate of Registration of firm
- xii. Photocopy of Warrantee Agreement between the Bidder and the OEM.
- xiii. Technical Literatures/Brochures/Catalogues of the quoted products.
- xiv. An undertaking stating that no legal suit/criminal case/litigation of any form is pending against its partners/ proprietor. An affidavit to that effect on Non-Judicial Stamp paper of 50/- duly notarised shall be enclosed and submitted along with the technical bid.
- xv. An undertaking stating that the bidding agency has not been blacklisted or terminated or debarred by any Govt/Authority/Department. An affidavit to that effect on Non-Judicial stamp paper of 50/- duly notarised shall be enclosed and submitted along with the technical bid.
- xvi. The firm has to give a self declaration that the terms and conditions, as indicated in the tender document, are acceptable to the firm.
- xvii. As a token of acceptance and having understood/agreed to the terms and conditions as specified in the tender document, duly

signed tender document by an authorized signatory along with the seal of the firm, in original.

- b. **Financial Bid:** The Financial bid shall contain details only as per prescribed proforma as entailed below. The financial bid should be submitted having following details:-
- i. The rates must be quoted should be clear in all respects and typed as per Proforma, prescribed herein. No addition/alternation/overwriting is permissible. Handwritten bids shall not be accepted.
  - ii. All the cells/boxes of the “Financial Bid Proforma” shall be duly filled. In case the bidder doesn't want to quote for a particular item (s), it should be mentioned 'NIL' clearly.
  - iii. 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.
  - iv. The Financial Bid/rates should have the stamp in original of the firm and signed by the bidder or his authorized signatory on each page.
  - v. The rates quoted should be excluding of all taxes. The taxes should be indicated separately.
  - vi. The bidder should quote only one rate for any particular item for which the bidder is capable of supplying as per the specification mentioned.
  - vii. The rate shall be valid for a minimum period of one year with effect from the date of award contract. No claim for compensation or loss due to fluctuations or any other reasons/ causes will be entertained.
  - viii. Any discount being offered by the bidder should be mentioned clearly on first page of the financial bid.
  - ix. The bidder shall submit only one financial bid as per the prescribed pro forma.
  - x. Financial bid of firms will not be considered if their technical bid does not contain documents as stipulated and prescribed in the tender notice.
  - xi. Rates quoted should not be above MRP. It may be noted that no compromise on quality would be made and no bidding agency will be permitted to change specifications mentioned in tender notice and if any bidder submits bid with changed specification, its bid will be outright rejected.

- xii. Rates should be inclusive of delivery charges and should be quoted according to the given item specifications. The bid to be inclusive of transportation cost, lodging/ boarding cost, out of pocket expense cost etc. (if any). In short, charges to be quoted in totality and no extra amount would be payable under any circumstances and should cover entire scope of work.
  - xiii. The rates quoted in the financial bid should be exclusive of all applicable taxes, duties, levies and expenses payable to any party or government. All applicable taxes, duties, levies and expenses payable to any party or government with detail of tax component, should be indicated in the respective cell, against the quoted ITEM, as entailed and elaborated in the "Financial Bid Proforma", furnished herein.
8. The bid is to be submitted in prescribed format on bidder's 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 should be duly authenticated by the bidder. No over-writings shall be accepted unless authenticated with full signature of the bidder.
  9. **IICA shall not be bound by any printed conditions or provisions in the Bidder's Bid.**
  10. The seal of the company must be affixed on all pages of the technical and commercial bid.
  11. All papers comprising the 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.
  12. Any deviation of any sort shall be categorically mentioned and specifically indicated in the submitted bid.
  13. 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.
  14. The Bidder shall submit only one financial option as per the prescribed format.
  15. The seal of the company must be affixed on all pages of the technical and commercial bid.
  16. 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.
  17. All duties, taxes and other levies payable by the vendor shall be included in the total price.
  18. The prices should be quoted in Indian Rupees only.
  19. Packing, forwarding, insurance etc will be to vendors account.
  20. All essential accessories cost must be included in the price quoted.

21. Price bids are to be essentially signed by the vendor or person authorized by him.
22. Each bidder shall submit only one quotation. Alternatives offer option, if any, must be quoted in independent/separate tender schedule.

**23. Earnest Money Deposit:**

- i. INR 1,00,000/- (Indian National Rupees One Lakh only) by way of demand draft/banker's cheque, in favour of Indian Institute of Corporate Affairs, payable at Delhi, to be submitted/deposited by hand or to be delivered by speed post service/registered post/private courier to Sh. D. Kalita, Head IT Department not later than the last date of submission of bid.
- ii. Name of the bidder must be written on the reverse side of the demand draft/banker's cheque.
- iii. **A scanned copy of the EMD is also to be compulsorily enclosed along with the technical bid when submitted in the e-procurement system of CPPP, GoI.**
- iv. Bid not accompanied by earnest money shall be outright rejected and bid shall not be considered further.
- v. **Exemption of EMD:**
  - a. Any bidder, who has exemption for deposits of bid security with tender being registered with DGS&D/NSIC, shall furnish documentary proof in this regard, indicating clearly that they are exempted for the items of the tender.
  - b. 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.
- vi. The date of issue of EMD shall not be earlier than the date of issue of this tender notice.

**24. Security Deposit:**

- i. The selected bidder shall be required to furnish a **Performance Bank Guarantee equivalent to 10% of the contract value (Purchase order value)** as per purchaser's prescribed proforma (Annexure - VI), in the form of an unconditional and irrevocable bank guarantee (to be executed on Rs. 100 Non Judicial Paper) from a scheduled commercial bank / Nationalized bank in India other than Cooperative bank or

Grameen bank, having net worth of at least Rs. 500 Crores and capital adequacy ratio of 9%, in favour of **“Indian Institute of Corporate Affairs, New Delhi”**.

- ii. Performance bank guarantee would be returned in original to successful bidder, only after successful execution of the work order in all its entirety and obligations and only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the work order.
- iii. On submission of this performance guarantee and after successful and satisfactory execution of the work order, demand draft submitted towards EMD would be returned in original.
- iv. All expenses, commissions and interests related to issuance and surrendering of the performance guarantee, accrued to the bank, shall be at the sole cost of the bidder.
- v. The bidder, who has caused and delivered the performance guarantee, shall not be entitled to put forth any accrued interests thereon.
- vi. Performance Bank Guarantee is to be executed and submitted in favour of ‘Head, IT Department, Indian Institute of Corporate Affairs, Ministry of Corporate Affairs, Govt. of India, IMT, Manesar, District – Gurugram, Haryana’ within ten days of issue of work order.
- vii. The initial performance security shall be valid for a period of one year from the date of completion of all commitments as entailed in the work order.
- viii. The performance guarantee shall be denominated in Indian rupees and shall be 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.
- ix. The successful bidder has to renew the bank guarantee on same terms and conditions for a period of up to two months after completion of the initial 1 year period, if required by IICA.
- x. The PBG must be submitted after award of tender within a period of maximum 20 days from the date of written notification of award of tender to the bidder, using the performance security format as entailed in Annexure – VI, herein.
- xi. 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. 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 bidder is in default.
- xii. The performance security shall be discharged by IICA and returned to the bidder within 60 days from the date of final certificate, certifying the fulfilment of the performance obligations under this bid.
- xiii. The bidder shall furnish amendment to the performance guarantee, if required, within 15 days of notification.

25. **Cost of Bid preparation:** The bidder shall bear all costs associated with the preparation and submission of their bids and IICA shall in no case be responsible or liable for such costs regardless of the result of the bidding process. The bidder whose bid is not accepted shall not be entitled to claim any cost, charges and expenses of and incidental to or incurred by him through or in connection with his submission of bid, even though IICA may elect to modify/withdraw the tender.
26. **Bid Currency:** All costs and charges related to the bid shall be expressed and indicated in Indian Rupees only.

### **C. Scope of Work:**

1. The Scope of work shall consist of Supply, installation, testing and commissioning of WLAN 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 one WLAN Wi-Fi Controller of Aruba make (Aruba 3200 Wi-Fi Controller). The supplied Wi-Fi Access Points should be integrated for use with that controller and must be compatible with the same.**
3. All wireless items/equipments as well as any associated items/equipments/devices supplied must be compatible with and work in conjugation with the existing Aruba make infrastructure, presently deployed at IICA. All supplied items must be installed, configured and deployed to work in linkup with the existing 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 shall be responsible for provisioning end-to-end solution.
6. The bidder shall provide all necessary equipment for connectivity, if any.
7. The bidder 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.
9. The scope of work shall also necessarily include the following, as required and necessary.
  - i. Secure mounting of APs in the boxes.
  - ii. Fibre Termination.
  - iii. Fibre cable deployment, if required.
  - iv. Deployment of GI/HDPE/PVC Channel/Conduits for cabling from network switch locations to AP locations.
  - v. Deployment of UTP Cable from PoE Switches location to AP Location.

- vi. Fixing of RJ45 connectors where ever required.
  - vii. System integration, as necessary and required
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 & Maintenance:**
- i. Vendor shall provide warranty of trouble free operation of whole system during the Warranty period after successful testing, commissioning and handing over.
  - ii. 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.
  - iii. All calls should be attended immediate and 24x7 services should be provided.
  - iv. The contractor shall provide 1 year warranty (on-site & comprehensive) on all items/equipment supplied from the last date of installation and shall be responsible for any defects that develop in the supplied items/equipment.

- v. The contractor shall also replace any defective part of the product supplied and other accessories, without any exception and recourse, free of cost.
  - vi. The contractor is responsible for all packing, unpacking, assembly, installation of units.
  - vii. 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 take into account all variables and factors. Any other Hardware or item required to implement the Total Solution should be mentioned separately in the Technical Bid Bill of Material. IICA, after survey has prepared a deployment plan to cover the desired areas, but bidders are free to propose an alternative more efficient plan which will ensure maximum and optimum coverage for the campus. Bidders are requested to inspect the sites before submitting their bids.

22. **Supply & Installation:**

The items are required to be delivered within maximum 15 days from date of issue of supply order/work order/official intimation or as desired in the order 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.

- i. The supply shall have to be made maximum within 15 days from the date of issue of supply order/work order/official intimation or as desired in the order, failing which competent authority in IICA, reserves the right to take necessary action against the firm.
- ii. Failure on part of the contractor to supply, deliver and install the intended Wi-Fi Access Points within the time frame, as stipulated in pt. (i) above shall, without prejudice to the other remedies available under the terms of the contract, attract levy/imposition of penalty on the contractor to the extent of 10% of the contract value of delayed supplies or as the competent authority in IICA deems fit, subject to a maximum penalty of 50% of the contract value of delayed supplies.
- iii. The agency must confirm in writing that the items/equipment supplied by them shall be as per specification of tendered items/equipment and of superior quality as mentioned in the e-NIT document.
- iv. The delivery of goods in good condition shall be responsibility of bidder at IICA without any extra charges.
- v. All items/equipments shall be received subject to approval on inspection. Rejected items shall be removed/replaced by the supplier at its cost and risk,



immediately or maximum within 24 hours.

- vi. No incidental charges will be paid by IICA.
  - vii. The supply, if found not up-to the mark as per approved item or deficient due to any other reason, shall be rejected at once and will have to be removed/replaced immediately.
23. The responsibility lies with the successful bidder, if any damage or loss to the property of IICA occurs while undertaking and executing the work order including any mishaps leading to loss of any life. IICA shall not be responsible or liable in any circumstances or for arising of any consequential situation, whatsoever
24. **Coverage:** The proposed areas/zones within the IICA premise 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 – VII & ANNEXURE – VIII.

#### **D. Terms & Conditions (General)**

The terms and conditions of contract are indicated below:

1. The invitation is open to OEM Company and their Delhi NCR region based authorized dealers/resellers/distributors/channel partners/franchisees/ASPs. The bidder should be located in National Capital Region of Delhi.
2. Rates mentioned in the quotation if accepted shall remain firm during the bid validity period and no requests for any increase in the rates will be entertained during the said period. No escalation in rates will be allowed during the bid validity period.
3. No requests for payment in advance or no invoices raised for any advance payment shall be entertained or accepted at any point, during the entire duration of the tender process.
4. IICA will not accept any duplicate/substandard items. If the supplier is not able to supply the original items, necessary action as deemed fit and appropriate by the competent authority, shall be taken against the firm i.e. imposition of penalty, cancellation of contract or forfeiture of EMD/Performance Security Deposited with the contract, including blacklisting of the agency.
5. The supplier will be responsible for delivery of goods in good condition at their own risk and cost.
6. Rates should be quoted in prescribed financial bid Proforma, entailed in the e-NIT document. The rates should be inclusive of excise duty, freight, transportation, packing, forwarding, handling etc. but excluding of VAT/CST and local taxes as applicable, if any.
7. The competent authority in IICA reserves the right to amend any of the terms and conditions contained in the tender document or reject any or all the bids without giving any notice or assigning any reason thereof. The decision of competent authority in this regard will be final and binding.
8. Duly constituted committee shall open and evaluate the bids. The lowest quoted bidders shall be chosen on the basis of total bid price received. However, the lowest

has to match the price of other technically responsive bidder for the items for which his/their rates are higher.

9. IICA reserves the right to cancel the contract or to withhold payment in the event of non-commencement or unsatisfactory performance by the bidder. In such eventuality, IICA further reserves the right to purchase the item from any other firm/ market and the cost of the same shall be borne by the contractor.
10. Contractor can be de-barred or black listed if found to be indulging in wrong/ unethical practices or sub-standard material.
11. In case the appointed supplier is found in breach of any condition(s) of the contract at any stage or services of the supplier is found not to the satisfaction of the competent authority in IICA, the contract may be terminated. The decision of the competent authority in IICA shall be final and binding in this regard.
12. If the contractor after submission of bid and/or due acceptance of the same fails to abide by the terms and conditions of the tender document, and/or execute the SITC as per prescribed schedule, IICA will have the right to forfeit the EMD, invoke the performance security deposited by the contractor and get the work done from other firm at the risk and consequences of the firm. The decision of the competent authority in IICA in this regard will be final and binding.
13. IICA reserves the right to cancel the "Work Order/Supply Order" at any point of time without assigning any reason thereof. Further, all disputes in respect to this shall be subject to the Indian laws and jurisdiction of the courts located in Delhi only.
14. The registered/branch office of the bidder should be located in Delhi.
15. Hypothetical or Conditional Tender shall not be considered and will be rejected summarily.
16. This tender is non transferable.

**E. Terms and Conditions (Commercial):**

1. Payment for installation and commissioning will be made only satisfactory completion of job.
2. No advance payment will be made.
3. Delivery, installation and commissioning should be done within 15 days 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.

## **F. Amendment of Bidding Documents**

1. At any time prior to the deadline for submission of bids, 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 the e-procurement system of Central Public Procurement Portal of GoI as well as on IICA's website [www.iica.in](http://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 bids, IICA, at its discretion, may extend the deadline for the submission of bids, which shall accordingly be published on the e-procurement system of Central Public Procurement Portal of GoI as well as in IICA's website.
4. Responsibility for checking of any amendments/changes made to the bid, corrigendum issued as well as any related notices published on the e-procurement system of Central Public Procurement Portal of GoI as well as on the IICA's website, with respect to the bid shall rest solely with the bidder. IICA shall in no way be held responsible for non-intimation of the same to the respective bidders.

## **G. Penalty**

In case it is found at any stage that the quality of supplied items/equipment is inferior to generally accepted standards, the contract is likely to be cancelled and suitable penalty imposed on the agency, as decided by the competent authority in IICA, which can extend to blacklisting of the agency also.

## **H. 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 and entering into a contract. The costs of visiting the site shall be at the bidder's own expense.

### **I. Bid Validity**

1. Bid shall remain valid for a period of **120 days**, from the due date of bid submission. Any bid 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.

### **J. Opening of Bid**

1. Bid will be opened on **8<sup>th</sup> December, 2016 at 3:30 P.M.** in presence of the bidders or their representatives who may like to be present.
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 bid then the bid will be opened on the next working day at the same time and venue.

### **K. Bid Examination & Evaluation**

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 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 tender 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.
12. Bid without all the necessary supporting documents, as sought herein, shall be rejected.
13. Bid without a valid “Power of Attorney/ Authorization” for signing of bid will be rejected.
14. IICA shall have the right to assess the competencies and capabilities of the bidder by going through the credentials given in the technical 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 bidders who qualify in the technical scrutiny shall be opened.
15. IICA will evaluate all the proposals to determine whether these are complete in all respects as specified in the tender document. Evaluation of the proposals shall be done in two stages as below:

**(a) Stage – I (Technical Evaluation):**

IICA shall evaluate the technical bid(s) to determine whether these qualify the essential eligibility criteria, whether the bidder has submitted the EMD & tender fee, whether any computational errors have been made, whether all the documents have been properly signed & stamped, whether all the documents as mentioned / or required to be submitted with technical bid are submitted and whether bids are completed and generally in order.

**(b) Stage – II (Financial Evaluation):**

The Financial bids of only those firms which qualify technically shall be opened on a convenient date as decided by the Tender Inviting Authority. The eligible firms shall be informed in this regard. The financial bid(s) shall be evaluated on the basis of the total cost quoted by the bidder.

#### **L. Clarification of Bids**

To assist the examination, evaluation, assessment and comparison of the submitted bids, Tender Inviting Authority 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.

#### **M. Taxes and Duties**

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

#### **N. Award of Tender**

IICA will award the tender 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.**

#### **O. 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.

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 50% 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.

4. IICA reserves the right to select certain items in single or multiple units and reject the others or all as mentioned in the schedule and to revise or alter the specifications before acceptance of any tender and accept or reject any or all tenders, wholly or partly or close/cancel/withdraw the tender without assigning any reason whatsoever.

**P. 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.

**Q. Notification of Successful Bidder and Acceptance by Successful Bidder**

1. Prior to expiration of the period of bid validity, IICA will notify the successful bidder in writing that its bid has been accepted by issuance of Letter of Intent (LOI) / Work Order (WO) / Supply Order (SO).
2. Within 3 (Three) days of receipt of such intimation or within 5 days from the date of issue of the Letter of intent (LOI)/Award of Contract (AOC)/ Work Order, the successful bidder shall indicate in writing to the "Tender Inviting authority", eliciting its acceptance of the work order.
3. Within 3 (Three) days of receipt of such intimation, the successful bidder shall execute the order, as per terms and conditions stipulated therein and in the e-NIT document.
4. Within 10 (Ten) days of successful execution of the work order or within 20 days from the date of issue of Work Order (whichever is earlier), the successful bidder shall submit Performance Bank Guarantee (PBG) to IICA.

**R. Disqualification / Annulment of Contract.**

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

1. The bidder has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
2. The bidder 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 Bidder has been qualified; IICA reserves the right to reject the Bidder at that time or at any time after such information becomes known.
5. The bidder 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.



## **S. Price reduction**

If there is any trend of reduction in prices of the supplied items/equipment in India as provided by the OEM company, post award of "Work Order/Supply Order" proportionate reduction in prices shall be done for IICA by the contractor and the benefit in terms of the reduction of prices for the said items/equipment, per unit shall be passed on to IICA compulsorily.

## **T. Insurance**

1. The equipment supplied by the service provider under the contract shall be fully insured by the service Provider against any loss, theft, fire, damage due to any reason etc. during transportation, storage, delivery, installation and operation for the entire period of the contract.
2. For any theft or damage to any of the supplied items, where the vendor is filing a claim with the insurance agency, the vendor shall replace the item on its own within 15 working days of the reporting of the incident, after which SLA and Risk Purchase clause of the contract will become applicable.

## **U. Warranty Period**

1. The service provider shall be completely responsible for the warranty of all the items/equipment supplied and installed at IICA as part of the execution of the "Work Order" as outlined in this bid document.
2. Warranty period of all the items/equipment supplied and installed at IICA shall be for the entire duration of the contract and extension period, if any or as extended by the OEM.
3. Warranty period will start after the acceptance of supply & installation of the supplied items/equipment.
4. The service provider shall be fully responsible for comprehensive maintenance for the entire warranty period.

## **V. Inspection & Tests**

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

## **W. Local Conditions**

It shall be the responsibility of each bidder to fully inform / acquaint / familiarize itself with local conditions and factors, which may have any effect or bearing on the execution of services to be rendered under the contract. All prospective bidder(s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions and familiarize themselves with all the existing infrastructure, set up and layout. IICA shall presume that the bidder has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by IICA, on the basis of any non-clarity of information about local conditions being pleaded by the bidder. Further, no claim for financial adjustment being made by the contract awarded on this bid document will be entertained by the IICA, whatsoever.

## **X. Other Conditions**

1. The Bidder shall furnish the information in standard official Indian 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.
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.

## **Y. Set-Off**

Any sum of money due and payable to bidder (including security deposit refundable to it) 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.

## **Z. 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.

## **AA. 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, riots, strikes, natural calamity 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 delivery of the service by the service provider has 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 service provider all the works at a price to be fixed by IICA, which shall be final, and the service provider shall refund forthwith the amount paid to it by IICA.

## **AB. 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.

#### **AC. 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.

#### **AD. 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.

#### **AE. Resolution of Disputes**

All disputes arising out of or in connection with the agreement/contract shall be attempted to be settled through good-faith negotiation between senior management of both parties, failing which it shall be subject to the extant laws of the Republic of India and to the jurisdiction of court(s) of Delhi.

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 standard official Indian English language.
5. Informal Dispute Resolution: The parties agree to attempt to resolve all disputes arising under the agreement, equitably, in good faith and using their best endeavours. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.
6. Formal Dispute Resolution: Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity of the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration and Conciliation Act of 1996 as amended from time to time and the award made in pursuance thereof shall be binding on the parties.

## **AF. Intellectual Property Rights**

1. Prior to the commencement of each project, "BIDDER/SERVICE PROVIDER/CONTRACTOR" shall specify the ownership held by "BIDDER/SERVICE PROVIDER/CONTRACTOR" or any third party, of the material used or to be used in the deliverables and services. "BIDDER/SERVICE PROVIDER/CONTRACTOR" 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 "BIDDER/SERVICE PROVIDER/CONTRACTOR" under this agreement, including but not limited to deliverables, services and associated documentation, shall be vested in and be the exclusive property of "BIDDER/SERVICE PROVIDER/CONTRACTOR". "BIDDER/SERVICE PROVIDER/CONTRACTOR" 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 "BIDDER/SERVICE PROVIDER/CONTRACTOR" or acquire any right to any work produced by "BIDDER/SERVICE PROVIDER/CONTRACTOR" under this agreement.

## **AG. Mergers & Acquisitions**

In case of mergers and acquisitions of bidder/service provider/contractor Company, all contractual conditions and obligations shall automatically get transferred to acquiring company/entity and acquiring company must assume all the obligations of the contract till the end of the contract period.

## **AH. 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.

## **AI. Applicable Law**

Appropriate laws of "The Republic of India" shall apply.

**AJ. Changes in Law**

In the event of any change in law, that affects the performance of the contractor, the contractor may be given the benefit or burden resulting from such change in law, if the competent authority in IICA wished to do so.

**AK. 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 Bidders, on the basis of information shared herein, will be at their own risk and responsibility.

## PART B

### FINANCIAL BID PROFORMA

SUB-PART (I):

SI. No.	ITEM (Make & Model)	DESCRIPTION	QUANTITY (Units)	PRICE (per unit)	TAXES (per unit)	NET TOTAL QUOTE
			A	B	C	D = A * (B+C)
<b>RF COMPONENT</b>						
1	IAP-225-RW	(Aruba Instant IAP-225 Wireless Access Point, 802.11ac, 3x3:3, dual radio, integrated antennas - Restricted regulatory domain: Rest of World)	2			
2	IAP-103-RW	(Aruba Instant IAP-103 Wireless Access Point, 802.11n, 2x2:2, dual radio, integrated antennas - Restricted regulatory domain: Rest of World)	52			
3	LIC-AW	(Airwave License for One (1) device. Includes RAPIDS and VisualRF. Order in multiples of this license SKU based on the desired device count to be supported in Airwave deployment. License supported from Airwave 8.0.8.2 release onwards.)	54			
<b>ACCESSORIES</b>						
4	AP-220-MNTW1W	(Aruba Access Point Mount Kit (basic, flat surface). Contains 1x flat surface wall/ceiling mount bracket (colour white).)	54			
5	PD-3501G-AC	(15.4W 802.3af POE midspan injector, 10/100/1000Base-T Ethernet)	52			



6	PD-9001GR-AC	(30W 802.3at POE midspan injector, 10/100/1000Base-T Ethernet)	2			
7	AP-CBL-SER	(AP serial adapter cable (proprietary to DB9 female))	1			
<b>IMPLEMENTATION COST</b>						
8	One time installation & commissioning charge		1			
<b>GRAND TOTAL COST</b>						

SUB-PART (II):

Specification for 215 and 225		
Technical specs for Above Model		
S.No	Specifications	Compliance(Yes/No)
1	The proposed WLAN Solution should be based on centralized management concept with AP deployed at multiple locations and managed & monitored centrally from central locations.	
2	The WLAN solution should be capable of supporting 100 or more without any component addition.	
3	WLAN Solution should have failover mechanism where if central system goes down user session, application should not be disconnected it should be seamless failover.	
4	The WLAN Solution should support 802.11ac standard.	
5	WLAN Solution must support an ability to dynamically adjust channel and power settings based on the RF environment. Quoted Access point must support necessary spectrum analysis functionality to achieve this.	
6	The RF management algorithm must allow adjacent APs to operate on different channels, in order to maximize available bandwidth and avoid interference. Quoted Access point must support necessary spectrum analysis functionality to achieve this.	
7	The WLAN solution must support interference detection and avoidance for both Wi-Fi and non-Wi-Fi interferes. Quoted Access point must support necessary spectrum analysis functionality to achieve this.	
8	Must support coverage hole detection and correction that can be adjusted on a per WLAN basis.	

9	The controller should support advance QOS to implement role based access for data, voice and video applications.	
10	The WLAN solution should provide differentiated access for Guests and staff group on same SSID, Guests should have restricted access like not able to telnet & SSH to servers while connecting on same SSID. Similarly other ROLE BASED ACCESS policy support should be available for differentiated access.	
11	The System should provide latest network authentication (WEP, WPA, and WPA2) and encryption types like DES/3DES, TKIP and AES.	
12	should support reliable fast roaming standards 802.11k/r	
13	Solution must support per user Rate limiting control, like employee should get 4 MBPS and guest should get 2 mbps on same SSID.	
14	The Solution Should provide a dashboard of spectrum quality in terms of the performance and impact of interference on the wireless network identifying the problem areas, channel utilization. Quoted Access Point should support this feature to send necessary data to controller.	
15	The Solution should provide a spectrum Quality detail on a per- radio basis to help gauge the impact of interference on the network. Quoted Access Point should support this feature to send necessary data to controller.	
	<b>Management, Troubleshooting and Reporting.</b>	
16	Solution must provide Wireless LAN Planning and Design, Network Monitoring and Troubleshooting, Indoor location monitoring capability, Wireless IPS management. Centralized Software updates, Network mapping with floor plans for easier automated site survey, Rogue detection and containment.	
17	should provide real-time monitoring, pro-active alerts, historical reporting, efficient troubleshooting through centralized intuitive user interface	
18	Should have option to customize report on parameters like client health, RF health, device inventory, auditing, compliance and option to scheduling report time.	
19	Should provide tools to help better manage RF coverage, address security issues, location tracking to provide a clear picture of who is on the network, their location and how the network is performing.	
20	Solution must provide client troubleshooting tools, including showing client Signal to Noise Ratio (SNR), Received Signal Strength Indicator (RSSI) and session throughput.	
21	Allows quick location of users and wireless devices for troubleshooting, planning and asset tracking.	

22	Playback location history of individual users over the past day to aid in troubleshooting and recovery of lost devices.	
23	Display the location of each rogue device on a building floor plan and disable wired switch ports if attached rogues APs are detected.	
24	Aggregates, correlates, alerts and logs wireless attacks that have been detected and reported on the network, providing a comprehensive picture of infrastructure.	
25	System must be able to maintain recent history of connected clients for each AP for up to 6 months	
	<b>Advance WIDS/WIPS Security for Secure WLAN.</b>	
26	The solution should have necessary License/Components to implement advance WIDS & WIPS from day 1.	
27	WIPS solution should Automatically blacklist clients when it attempt any attack.	
28	WIPS solution should be capable of wireless intrusion detection & prevention .The WLAN should be able to detect Rogue AP and take corrective action to prevent the rogue AP.	
29	WIPS solution should detect & prevent an Ad-hoc connection (i.e. clients forming a network amongst themselves without an AP) as well as windows bridge (client that is associated to AP is also connected to wired network and enabled bridging between two interfaces)	
30	The system should detect an invalid AP broadcasting valid SSID and should prevent valid clients getting connected from these AP's.	
31	WIPS Solution should track the location of interferer objects.	
32	For advance forensic WIPS solution should perform spectrum analysis to detect and classify sources of interferences. System should provide chart displays and spectrograms for real-time troubleshooting and visualization.	
33	The WIPS solution should able to detect and locate the rogue access point on floor maps once detected.	
34	The WIPS solution should able to detect and prevent if a client use Air-Jack 802.11 DoS tool ( Available free on internet) and tries to disconnect other stations using from AP.	
35	The WIPS solution should detect and protect if a client probe-request frame will be answered by a probe response containing a null SSID to crash or lock up the firmware of any 802.11 NIC.	
36	The WIPS solution should detect and protect if a client/tool try to flood an AP with 802.11 management frames like authenticate/associate frames which are designed to fill up the association table of an AP.	
37	The WIPS solution should detect and protect if a client/tool keep on sending disassociation frames to the broadcast address (FF:FF:FF:FF:FF:FF) disconnect all stations on a network for a widespread DoS.	

38	The WIPS solution should detect and protect if somebody try to spoof MAC address of client or AP for unauthorized authentication.	
39	The WIPS solution should detect and protect if a client/tool try de-authentication broadcast attempts to disconnect all clients in range rather than sending a spoofed de-auth to a specific MAC address.	
40	The WIPS solution should detect and protect if an attacker attempts to lure a client to a malicious AP using SSID on fake AP in close proximity of the premises. It should detect When the Valid Client probes for Valid SSID and these malicious APs respond and invite the client to connect to them.	
41	When client radio is in sleep mode to save battery and AP then begins buffering traffic bound for that client until it indicates that it is awake. The WIPS solution should detect and protect if intruder try sending spoofed frames to the AP on behalf of the original client to trick the AP into believing the client is asleep to buffer the AP beyond limit.	
<b>S.No</b>	<b>Specifications Indoor AP</b>	<b>Compliance (Yes/No)</b>
	<b>Indoor Access Points 802.11a/b/g/n/ac</b>	
	<b>Description</b>	
1	Access Point radio should be minimum 3x3 MIMO with 3 spatial streams or more. Dual Radio capable.	
2	Access Point should be 802.11ac ready from day one	
3	AP should have 1x10/100/1000 Ge LAN port.	
4	802.11 a/b/g/n/ac functionality certified by the Wi-Fi alliance.	
5	Access Point can have integrated or external Antenna.	
6	The Max transit power of the AP + Antenna should be as per WPC norms for indoor Access Points. OEM to give an undertaking letter stating that the AP will configure as per WPC guidelines for indoor AP and also submit the WPC certificate showing approval.	
7	Should support 8x BSSID per AP radio.	
8	Access point should support 802.11ac beam forming for 802.11ac.	
9	The access point should be capable of performing security scanning and serving clients on the same radio. It should be also capable of performing spectrum analysis and security scanning using same radio.	
10	Should support BPSK, QPSK, 16-QAM, 64-QAM and 256 QAM (256 QAM for 802.11ac only ) modulation types	
11	Access point should support 802.3af/at POE standard.	
12	Access point should have option of external power adaptor as well.	
13	Access point should have console port.	
14	Must support Proactive Key Caching and/or other methods for Fast Secure Roaming.	

15	Must operate as a sensor for wireless IPS	
16	AP model proposed must be able to be both a client-serving AP and a monitor-only AP for Intrusion Prevention services	
17	The Access Point should have the technology to improve downlink performance to all mobile devices.	
18	Access point must incorporate radio resource management for power, channel, coverage hole detection and performance optimization	
19	AP mounting kit should be with locking mechanism so that AP cannot be removed without using special tools.	
20	AP should have Kensington lock slot.	
21	AP should be UL 2043 certified.	

Specification for 103		
Technical Specs for above model		
S.No	Specifications	Compliance(Yes/No)
1	The proposed WLAN Solution should be based on centralized management concept with AP deployed at multiple locations and managed & monitored centrally from central locations.	
2	The WLAN solution should be capable of supporting 100 or more AP's without any component addition.	
3	WLAN Solution should have failover mechanism where if central system goes down user session, application should not be disconnected it should be seamless failover.	
4	The WLAN Solution should support 802.11n standard.	
5	WLAN Solution must support an ability to dynamically adjust channel and power settings based on the RF environment. Quoted Access point must support necessary spectrum analysis functionality to achieve this.	
6	The RF management algorithm must allow adjacent APs to operate on different channels, in order to maximize available bandwidth and avoid interference. Quoted Access point must support necessary spectrum analysis functionality to achieve this.	
7	The WLAN solution must support interference detection and avoidance for both Wi-Fi and non-Wi-Fi interferes. Quoted Access point must support necessary spectrum analysis functionality to achieve this.	
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9	The controller should support advance QOS to implement role based access for data, voice and video applications.	
10	The WLAN solution should provide differentiated access for Guests and staff group on same SSID, Guests should have restricted access like not able to telnet & SSH to servers while connecting on same SSID. Similarly other ROLE BASED ACCESS policy support should be available for differentiated access.	
11	The System should provide latest network authentication (WEP, WPA, and WPA2) and encryption types like DES/3DES, TKIP and AES.	
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17	should provide real-time monitoring, pro-active alerts, historical reporting, efficient troubleshooting through centralized intuitive user interface	
18	Should have option to customize report on parameters like client health, RF health, device inventory, auditing, compliance and option to scheduling report time.	
19	Should provide tools to help better manage RF coverage, address security issues, location tracking to provide a clear picture of who is on the network, their location and how the network is performing.	
20	Solution must provide client troubleshooting tools, including showing client Signal to Noise Ratio (SNR), Received Signal Strength Indicator (RSSI) and session throughput.	
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25	System must be able to maintain recent history of connected clients for each AP for up to 6 months	
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33	The WIPS solution should able to detect and locate the rogue access point on floor maps once detected.	
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37	The WIPS solution should detect and protect if a client/tool keep on sending disassociation frames to the broadcast address (FF:FF:FF:FF:FF:FF) disconnect all stations on a network for a widespread DoS.	

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39	The WIPS solution should detect and protect if a client/tool try de-authentication broadcast attempts to disconnect all clients in range rather than sending a spoofed de-auth to a specific MAC address.	
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<b>S.No</b>	<b>Specifications Indoor AP</b>	<b>Compliance (Yes/No)</b>
	<b>Indoor Access Points 802.11a/b/g/n</b>	
	<b>Description</b>	
1	Access Point radio should be minimum 2x2 MIMO with 2 spatial streams or more. Dual Radio capable.	
2	Access Point should be 802.11n ready from day one	
3	AP should have 1x10/100/1000 Ge LAN port.	
4	802.11 a/b/g/n/ac functionality certified by the Wi-Fi alliance.	
5	Access Point can have integrated or external Antenna.	
6	The Max transit power of the AP + Antenna should be as per WPC norms for indoor Access Points. OEM to give an undertaking letter stating that the AP will configure as per WPC guidelines for indoor AP and also submit the WPC certificate showing approval.	
7	Should support 8x BSSID per AP radio.	
8	Access point should support 802.11ac beam forming for 802.11ac.	
9	The access point should be capable of performing security scanning and serving clients on the same radio. It should be also capable of performing spectrum analysis and security scanning using same radio.	
10	Should support BPSK, QPSK, 16-QAM, 64-QAM modulation types	
11	Access point should support 802.3af/at POE standard.	
12	Access point should have option of external power adaptor as well.	
13	Access point should have console port.	
14	Must support Proactive Key Caching and/or other methods for Fast Secure Roaming.	
15	Must operate as a sensor for wireless IPS	



16	AP model proposed must be able to be both a client-serving AP and a monitor-only AP for Intrusion Prevention services	
17	The Access Point should have the technology to improve downlink performance to all mobile devices.	
18	Access point must incorporate radio resource management for power, channel, coverage hole detection and performance optimization	
19	AP mounting kit should be with locking mechanism so that AP cannot be removed without using special tools.	
20	AP should have Kensington lock slot.	
21	AP should be UL 2043 certified.	

**Terms & Conditions:-**

1. Once quoted, the bidder shall not make any subsequent price changes. Such price changes shall render the bid liable for rejection.
2. IICA may at its discretion ask for revision of bid(s).
3. Prices quoted should be for IICA 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.
7. Bidder should indicate "Not Applicable (NA)", in the relevant cell/section of the "Financial Bid Proforma", if any section (in this format) is not applicable.
8. Rates for any additional /optional features to be mentioned clearly and separately.
9. The rates quoted are FOR at destination and should be in Indian rupees only. Price must to be quoted both in figures and in words. In case of a discrepancy in the two, price quoted in words will be taken as valid.

**Note:**

1. The bid should be inclusive of all costs.
2. All documents submitted as part of bid 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 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 bidder liable for all costs and damages.
5. IICA shall not be bound by any printed conditions or provisions in the bidder's bid.

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 Authorized Signatory of Bidder:**

**Date:**

**Place:**

**Name of Authorized Signatory:**

**Designation:**

**Direct Line:**

**Mobile:**

**E-Mail:**

**Name of Bidder:**

**Complete postal address of Bidder:**

**(Stamped with Corporate Seal/Company Seal)**

## PART C

# ANNEXURES

## ANNEXURE - I

### **BID COVER LETTER PROFORMA**

(To be issued on official letter head of bidder)

To,

**The Head**

IT Department  
Indian Institute of Corporate Affairs  
M/o Corporate Affairs,  
Government of India

**Subject:** Submission of Bid in response to e-NIT No. IICA/15-15/2016/NIT- (2) for SITC of WLAN Wi-Fi Access Points for IICA, M/o Corporate Affairs, Govt. of India.

**Respected Sir,**

With reference to your notification inviting e-tender for "SITC of WLAN W-Fi Access Points to IICA for IICA, Ministry of Corporate Affairs" and after having duly examined the Tender document, I/We the undersigned, offer to provide the said "items", including all additional services and equipment/items/hardware/system/devices associated and related thereto, as detailed in the tender document in response to your Notice Inviting Tender No. .... dated.....

2. We are of the firm belief that we are competent to undertake and successfully execute the said supply work.
3. The necessary, relevant and requisite documents in support of our bid are enclosed herewith for your kind perusal and needful.
4. Sir, we undertake to:
  - i. 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.
  - ii. Execute all contractual documents and provide all securities & guarantees as required in the bid/tender document (and as amended from time to time).
  - iii. 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 \_\_\_\_\_, 2016 at \_\_\_\_\_

**Signature**

(Name, Designation & Address)

(In the capacity of)

Duly authorized to sign bid for and on behalf of

**Witness:**

(Signatures Name, 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**

### **UNDERTAKING PROFORMA**

(To be submitted on printed official company letterhead of the bidder and signed by an authorized signatory)

We understand that if the details submitted by us are found untenable or unsubstantiated, our bid is liable to be rejected without any reference or intimation to us.

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

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

4. 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)**

## ANNEXURE – III

### TECHNICAL DETAILS FORM

a) Name of the Bidder:

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

c) Whether any Legal Arbitration/Proceeding is instituted/pending against the bidder in any court of Law in India or the bidder has lodged any claim in connection with works carried out by them. If yes, please give details.

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

e) Agency profile (\*)

- Address:
- Name of the top executive(s) with designation:
- Telephone No:
- Mobile:
- E-mail:
- Service Tax No:
- PAN:
- Office Strength: Technical: \_\_\_\_\_ Nos. Administrative: \_\_\_\_\_

f) Officer authorized to submit the bid/tender & represent the Bidder in all means:

- Name
- Designation
- Mobile No.
- Direct Line No
- Official E-Mail
- Address

g) Average Annual Turnover :( In Rs. Crores)

F.Y. 20013-14	F.Y. 2014-15	F.Y. 2015-16	Total Turnover

h) Support Document Submission Schedule:

Sl. No.	Description	Submitted (Yes/No)	Please indicate the page no. of the attached support document
1.	Earnest Money Deposit		
2.	Name, address & telephone No. of the firm/Agency on the letter head of firm.		
3.	Documents for work experience in any three Central/ State Govt Department/ Ministries or Government undertaking in last three years (not before October, 2014)		
4.	Registration certificate for VAT and Service Tax		
5.	Latest VAT/ Service Tax clearance Certificate		
6.	Copy of Permanent Account Number (PAN)/Tax Identification Number (TIN)		
7.	Annual Turnover Certificate by Chartered Accountant for Rs. 1 Crore each year in last three financial years i.e. F.Y. 2013-14, F.Y. 2014-15 & F.Y. 2015-16.		
8.	Certificate from respective OEM(s)		
9.	Undertaking regarding the firm not having been blacklisted or terminated or debarred till date.		
10.	Token of acceptance of the terms and conditions as specified in the tender notice.		
11.	Undertaking of no legal suit/criminal/ tax evasion fraud case pending against its partners/ proprietors.		

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016 at \_\_\_\_\_

Authorized Signatory

\_\_\_\_\_

(Name, Designation & Address)

(In the capacity of)

Duly authorized to sign bid for and on behalf of



## ANNEXURE - IV

### ACCEPTANCE CERTIFICATE PROFORMA

I, \_\_\_ (name), \_\_\_ (designation), of \_\_\_ (name of company/bidder), hereby accept the Terms & Conditions as mentioned in the Tender document bearing No. \_\_\_ dated \_\_ \_\_, 2016 for 'SITC of WLAN W-Fi Access Points' for Indian Institute of Corporate Affairs (IICA), Ministry of Corporate Affairs, Govt. of India.

**(Signature of Authorized Signatory of Bidder)**

**Date:**

**Place:**

**Name of Authorized Signatory:**

**Designation:**

**Direct Line:**

**Mobile:**

**E-Mail:**

**Name of Bidder:**

**Complete postal address of Bidder:**

**(Stamped with Corporate Seal/Company Seal)**

**ANNEXURE - V**

**CONTRACT AGREEMENT PROFORMA**

(To be executed on Non Judicial Paper of value INR 100/-)

Contract Agreement No: \_\_\_\_\_

Dated: \_\_\_\_\_

**THIS AGREEMENT** is made on .....2016, between Indian Institute of Corporate Affairs, M/o Corporate Affairs, GoI through Head, IT Department (hereinafter referred to as "IICA" which expression shall unless excluded by or repugnant to the context be deemed to include his successors, executors, administrators, representatives and assigns) and whose principal place of office is at IICA, Plot No. 6, 7, 8, Sector 5, IMT, Manesar, District – Gurugram, Haryana - 122052 of the One Part, I

**AND**

M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ (Hereinafter referred to as "the Supplier") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for Supply, Installation, Testing and Commission of WLAN Wi-Fi Access Points.

- I. **WHEREAS**, IICA invited bids through open tender, vide Notice inviting e-Tender No. \_\_\_\_\_, dated \_\_\_\_\_, for " Supply, Installation, Testing and Commission of WLAN Wi-Fi Access Points under **Tender No.** \_\_\_\_\_
  
- II. **AND WHEREAS**, the Supplier submitted his bid vide ..... in accordance with the bid documents and represented therein that it fulfils all the requirements, obligations, criteria and has resources and competence to Supply, Install, Test and Commission of WLAN Wi-Fi Access Points to IICA.
  
- III. **AND WHEREAS**, IICA has selected M/s \_\_\_\_\_ as the successful bidder ("The Supplier") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA)/Letter of Intent (LoI) / Work Order (WO) No. \_\_\_\_\_ to the Supplier on \_\_\_\_\_ for a total sum of INR \_\_\_\_\_ [Rupees \_\_\_\_\_ Only].

- IV. **AND WHEREAS**, IICA desires that the WLAN Wi-Fi Access Points (as defined in the Bidding Document) be supplied/provided, delivered, installed, executed and completed by the Supplier and wishes to appoint the Supplier for Supply, Installation, Testing and Commission of WLAN Wi-Fi Access Points at IICA.
- V. **AND WHEREAS**, the Supplier/Contractor acknowledges that IICA shall enter into contracts with other Suppliers parties for the Supply, Installation, Testing and Commission of WLAN Wi-Fi Access Points, for its office in case the Supplier falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. **AND WHEREAS**, the Supplier has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for Supply, Installation, Testing and Commission of WLAN Wi-Fi Access Points to IICA, failing which the contract is liable to be terminated at any time, without assigning any reasons by IICA.
- VII. **SUPPLY OF GOODS:**
- a. **AND WHEREAS**, the delivery of the items/ material mentioned in the e-NIT, is required to be supplied, delivered and installed maximum within 15 days of issue of the purchase order.
  - b. **AND WHEREAS**, in case of default, for non supply of goods within stipulated period a penalty to the extent of 10% of the contract value of delayed supplies or as the competent authority in IICA deems fit, subject to a maximum penalty of 50% of the contract value of delayed supplies, shall be levied.
  - c. **AND WHEREAS**, the delivery of the material will be made at the IT Department of IICA at Plot No. 6, 7, 8, Sector 5, IMT, Manesar, District – Gurugram, Haryana, PIN – 122052.
- VIII. **AND WHEREAS**, the payment to the Supplier, for the supplied items shall be made as per terms and conditions, as stipulated in the e-NIT document, subject to satisfactory performance of the supplied items and due certification of the same by the concerned officer at IICA.
- IX. **AND WHEREAS**, the items supplied by the Supplier shall be received by IICA subject to approval on inspection. Rejected items shall be removed by the supplier at his own cost and risk, within 24 hours of issue of notice for the removal of such goods and no liability whatsoever, on IICA shall be attached for the rejected/disapproved goods items/stores.
- X. **AND WHEREAS**, IICA reserves the right to accept the whole or any part of the quotation(s) or portion of the quantity offered and successful bidder shall supply the same at the rate quoted.
- XI. **AND WHEREAS**, if the supplier fails to supply the material after awarding of the tender, IICA shall be at liberty to forfeit his Performance Money.
- XII. **AND WHEREAS**, in case of any dispute of differences, the same shall be settled by reference to Arbitration by a sole arbitrator to be appointed by the Director General & CEO, IICA. The

provisions of Arbitration and Conciliation Act, 1996 shall be applicable.

- XIII. **AND WHEREAS**, in case of any dispute arising out of the business or interpretation of any clause of the document, the Court at Delhi alone shall have the jurisdiction to try and decide.
- XIV. **AND WHEREAS**, in case of goods supplied found to be of inferior quality or not according to the approved sample; IICA has the right to reject the goods. No payment shall be made against such rejections.
- XV. **AND WHEREAS**, the “Work Order” will be valid and binding on the Supplier up to \_\_\_/\_\_\_/2017.
- XVI. **AND WHEREAS**, the quantity of supply may vary.

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.**

**(Authorised Signatory)**

Signed and Sealed on Behalf of Supplier

**(Authorised Signatory)**

Signed and Sealed on Behalf of  
Indian Institute of Corporate Affairs  
M/o Corporate Affairs  
Govt. of India

## ANNEXURE - VI

### **PERFORMANCE BANK GUARANTEE PROFORMA**

(To be executed on Non Judicial Paper of value INR 100/-)

**Head  
IT Department  
Indian Institute of Corporate Affairs  
M/o Corporate Affairs  
Govt. of India**

**OUR LETTER OF GUARANTEE No. : \_\_\_\_\_**

In consideration of Indian Institute of Corporate Affairs (IICA), M/o Corporate Affairs, Govt. of India, having its office at Plot No. 6, 7, 8, Sector 5, IMT, Manesar, District – Gurugram, Haryana, India (hereinafter referred to as “IICA” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators officers and executors) and having entered into an agreement dated \_\_\_\_\_/awarded “Annual Rate Contract” issued vide Work 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, officers and executors).

2. Whereas “The Supplier” having unequivocally accepted to provide the services as per terms and conditions given in the agreement/tender document dated \_\_\_\_\_ /Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ and IICA having agreed that “The Supplier” shall furnish to IICA a Performance Bank Guarantee for the faithful performance of the entire contract, for the value of INR 1,00,000/- (Indian National Rupees One Lakh only).

3. We, \_\_\_\_\_ (“The Bank”) which shall include our successors, administrators, officers 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 tender document/Agreement/Purchase Order.

4. 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.

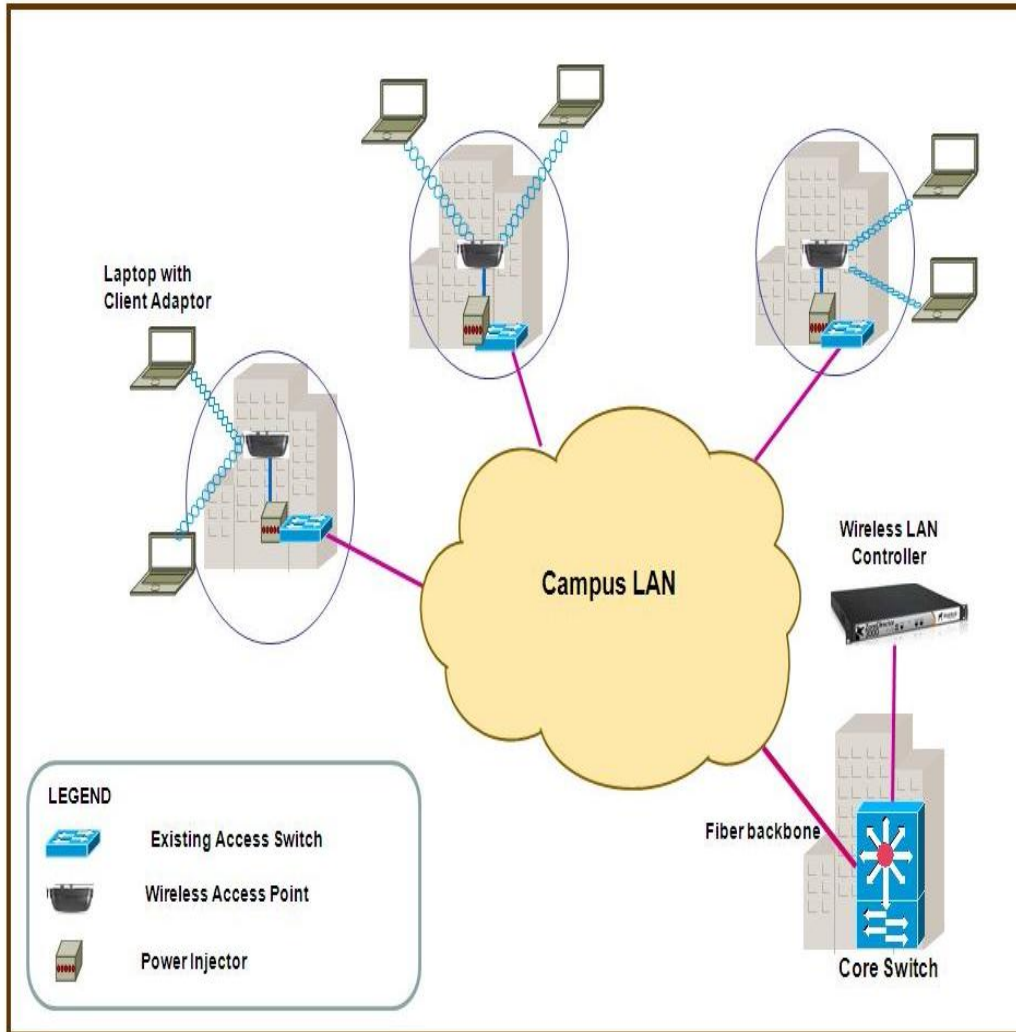
5. This Letter of Guarantee will expire on \_\_\_\_\_ including 60 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

**Authorized Signatory of Bank**  
(Not below the rank of Manager)

Name:  
Designation  
Date:  
Mobile No.  
Stamp of Signatory  
Seal of Bank

## ANNEXURE - VII

### WIRELESS LAN ARCHITECTURE DIAGRAM



## ANNEXURE- VIII

### AP DEPLOYMENT PLAN

#### DEPLOYMENT LOCATION WITH QUANTITY:

Sl. No.	Location in Campus	Access Point Quantity
1	Main Building	24
2	Retreat	7
3	DG Residence	4
4	Hostel	16
5	Sports Block	1
<b>Total Access Points</b>		<b>52</b>

#### LOCATION DETAILS:

Sl. No.	Location	Area	AP (Qty.)
<b>Main Building</b>			
	3rd floor	East Wing	1
		West Wing	1
	2nd floor		
		East Wing	1
		West Wing	1
		Room No. 201-204	2
		Room No. 220-223	2
	1st floor		
		East Wing	1
		West Wing	1
	Ground floor		
		Auditorium (user 300 Approx )	2



		Cafeteria	2
		Tea Centre (Next to Cafeteria)	1
		Computer Lab	1
		Class Room No. 022	1
		Class Room No. 023	1
		West Wing	1
		Class Room No. 004	1
		Gallery ( Nr. Class Room No. 004)	1
<b>Knowledge Resource Centre</b>			
		Digital Media Lab	1
		Reading Area	2
<b>Retreat</b>			
	Ground floor	Dining Hall	1
		Room No. 06 (Front)	1
		Room No. 02 (Front)	1
	First floor	Gymnasium (Front)	1
		Room No. 05 (Front)	1
		Above roof gate (Front)	1
		Room No. 102 (Front)	1
<b>DG Residence</b>			
	Ground floor	Hall Area	1
		Room Area	1
	First floor	Master Bed Room	1
		Corridor	1
<b>Hostel</b>			
		8 Floors, 2 Access points per floor	16
<b>Sports Block</b>			
		Tennis Court	1

<b>Total Access Point</b>	<b>52</b>
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## ANNEXURE - IX

### 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  
Authorized Officer, IICA  
Name:  
Location  
Date:

## ANNEXURE – X

### CONTACT DETAILS

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

(To be filled in by the bidder)

S.No.	Name	Designation	Address	Mobile No.	e-mail
1					
2					
3					

## ANNEXURE - XI

### 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)

S.No.	Level	Name	Address	Direct Line	e-mail	Mobile
	L1					
	L2					
	L3					

## ANNEXURE- XII

### EXPERIENCE CERTIFICATE PROFORMA

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.

S.No.	Year	Description of work carried out	Amount	Remarks

**NOTE** - Bidder should have successfully executed minimum three "Work Order" for SITC of WLAN Wi-Fi Access Points or any such similar work of IT/ICT nature in any Central Government Ministry, Department, Attached Office, Subordinate office, Statutory Body, Regulatory Body, Central University, Autonomous Body, CPSEs or State Government Department, Attached Office, Subordinate office, Regulatory Body, State University, Autonomous Body, State PSEs.