



Information & Library Network (INFLIBNET) Centre

An IUC OF University Grants Commission

INFOCITY, Gandhinagar 382 007.

☎ 079-23268000, Fax No.23268222

E-Mail: sectionofficer@inflibnet.ac.in

Website: www.inflibnet.ac.in

NIT No. INF/PUR/NETWORK/2016-17

BID DOCUMENT

Bid Document for SUPPLY, INSTALLATION and COMMISSIONING of Network Equipment with existing Setup/System at INFLIBNET Centre, GANDHINAGAR

Estimated Cost :Rs. 80 Lakhs (Approx)

Bid Validity : 180 days

Price of Bid Document: Rs. 2,000.00

Contact Number :

For Commercial query: Mrs. S.M. Munshi , Section Officer (P&S) (079-23268141)
sectionofficer@inflibnet.ac.in

Mr. Shyam T Yadav, Assistant (P&S) (079-23268143)
shyam@inflibnet.ac.in

For Technical query: Mr.Gurav Prakash, Scientist – B (CS) (079-23268221)
gaurav@inflibnet.ac.in

INFLIBNET CENTRE

Infocity, Gandhinagar-382 007

No. INF/PUR/NETWORK/2016-17

October 21, 2016

TENDER NOTICE

01. INTRODUCTION

The Information and Library Network Centre (here after will be referred as INFLIBNET), is an autonomous Inter University Centre of the University Grants Commission, MHRD, New Delhi. Sealed bids on behalf of Director, INFLIBNET Centre are invited under **Two Bid System** i.e. Technical Bid and Financial Bid from bonafide, resourceful and reliable service providers/ Vendors/Suppliers requirements in the INFLIBNET Centre for Supply, Installation and commissioning of Network equipments with existing setup/system in Institutional Building at Infocity, Gandhinagar, Gujarat with integration and scalability of existing system.

Desirous companies may obtain tender documents on request in writing from P&S Section, INFLIBNET Centre, INFOCITY, Gandhinagar on all working days between **10:00 Hrs to 17:00 Hrs before the due date** on payment of **Rs.2,000/- (non- refundable)** in form of **Demand draft** from any of the scheduled bank drawn in the favour of **“INFLIBNET Centre, Gandhinagar”** Payable at Gandhinagar.

Tender documents can also be downloaded from the website www.inflibnet.ac.in provided the requisite tender fee/cost i.e. **Rs.5,000/-** is enclosed along with the Technical bid as detailed above.

02. IMPORTANT DATES

Date of Release of Tender	21.10.2016
Last date of seeking clarifications	09.11.2016 (1200 hrs.)
Pre-bid Meeting	09.11.2016 (1600 hrs.)
Last Date and Time of Submission of bids	18.11.2016 (1600 hrs.)
Date and Time of Opening of Tender	18.11.2016 (1610 hrs.)

03. EMD

The interested Companies/firms may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of **Rs.1,50,000/-** in the form of Demand draft/ Bank Guarantee/Banker's Cheque/Fixed Deposit of any scheduled bank drawn in favour of **“INFLIBNET Centre”** payable at Gandhinagar and other requisite documents in the Tender Box kept near Security Cabin of INFLIBNET Centre, INFOCITY, Gandhinagar.

The bid securities of the unsuccessful bidders would be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. No interest shall be payable by the Institute on EMD. In the event of the successful bidder/contractor failing to comply with any provision of the contract, EMD/Security Deposit shall stand forfeited. The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period.

- Bids shall remain valid for 180 days after the date of Bid opening prescribed by INFLIBNET. A Bid valid for a shorter period shall be rejected as non-responsive.
- In exceptional circumstances, INFLIBNET 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 not required nor permitted to modify the Bid.

04. PERFORMANCE SECURITY DEPOSIT

The successful bidder shall have to deposit a Performance Security Deposit of the **10%** (approx.) of the total amount of purchase order within three (3) weeks of the receipt of the LOI/Order. The performance security deposit will be furnished in the form of Demand draft/ Bank Guarantee/Banker's Cheque/Fixed Deposit of any scheduled bank drawn in favour of **“INFLIBNET Centre”** Payable at Gandhinagar. The performance security deposit should be valid for six month more than the warranty period of 36 months.

05. TWO PART TENDER INSTRUCTIONS

The bids have been invited under two bid system i.e. Technical Bid and Financial Bid. The interested vendors are advised to submit Two separate sealed envelopes super scribing **“Technical Bids ”** and **“Financial Bids ”** to

the INFLIBNET Centre, INFOCITY, Gandhinagar. Both sealed envelopes should be kept in a Third envelope of bigger size duly sealed superscribed "Bid for **SUPPLY, INSTALLATION and COMMISSIONING of Network Equipments**" at **INFLIBNET Centre, INFOCITY, Gandhinagar.** And also deposited/ dropped in the tender Box placed at the security cabin, INFLIBNET CENTRE, INFOCITY, GANDHINAGAR-382007 on or before 18.11.2016 at 1600 hrs.

06. Technical Bid (Pre-qualification criteria(Envelop No -1)

The Bidders are required to submit technical bid enclosing therewith photocopies of following documents, failing which their bids will be summarily rejected and will not be considered any further:-

- (i) The bidder must be a company registered under the companies Act, of India. Documentary (Certificate of incorporation) evidence to be submitted Registration Certificate to do the business for these items/work.
- (ii) The bidder should have their presence in Ahmedabad or Gandhinagar. Valid proof should be submitted along with the bid.
- (iii) The bidder should have valid VAT Registration Certificate, Service Tax Registration Certificate, & Trade License. Bidder shall have to submit photocopy of the documents.
- (iv) The bidder shall have executed "Similar Nature" of single order an amount not less than Rs.50 lakhs in last three financial years in Government Department/PSU/Autonomous Body or any reputed organization. References order copy along with proof of completion certificate for the project to be provided.
- (v) The bidder should have an annual turnover not less than 6 Crore during the last three consecutive financial years. Bidder should submit photocopy of audited balance sheet of the above criteria.
- (vi) Earnest Money Deposit (EMD) of Rs.1,50,000/-(One lakh fifty thousand only) in favour of "INFLIBNET Centre" payable at Gandhinagar.
- (vii) The Tender document Fee of Rs.2,000/- can be deposited with the technical bid. Downloaded tender documents will have to be accompanied with a DD/Bankers cheque pledged in favour of "INFLIBNET Centre" payable at Gandhinagar towards the cost of the tender. Tender/Bid received without tender fee is liable to be rejected.
- (viii) The bidder should submit valid letter from the OEMs confirming following
 - Valid Authorization Certificate from OEM(to submit documentary proof)
 - Confirm that the products quoted are not end of life products
 - Undertake that the support including spares, patches for the quoted products shall be available for next 6 years. (3 year extended). Details of service/spares Centre in Ahmedabad/Gandhinagar to be enclosed.
 - The OEM should have valid TEC Certificate. Photocopy of certificate to be submitted.
- (ix) Original Copy of the declaration terms and conditions in Tender Document at Annexure-II with each page duly signed and sealed by the authorized signatory of the firm in token of their acceptance.
- (x) Before submitting the bids documents, Bidder are requested to perform the site survey to get know the existing system/setup with prior intimation to the Centre. After the survey bidder will make a survey report and will submit along with the Technical bid document.

Price Bid (Envelop No. 2)

The Price Bid as per Performa given in the tender documents as ANNEXURE-I and then price filled up and submitted in Envelope No -2, duly sealed superscript with name of tender. Any conditions given in the Price Bid may cause rejection of Bid.

- (i) The financial bids of only technically qualified bidders will be opened in the presence of their representatives attending bid opening on a specified date and time.
- (ii) Any effort by a bidder or bidder's agent / consultant or representative, howsoever described to influence the INFLIBNET/ in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
- (iii) Unit rates should be quoted separately for each item. Quantities can be increased or decreased by purchaser and bidder has to supply deviated quantities at the rates prescribed and approved by the purchaser in the tender document. Prices should be inclusive all taxes, charges and duties.
- (iv) Installation and commissioning rates should be quoted separately for all items. Prices should be inclusive all taxes, charges and duties.
- (v) The prices should be quoted in Indian Rupees/USD.

- (vi) When quotation is in USD, other charges, if any should be shown separately in Indian rupees.
- (vii) All switches shall be from same OEM.
- (viii) Bidder should be single party, consortium will not be accepted.
- (ix) The conditional bids shall not be considered and likely to be rejected in very first instance.
- (x) All entries in the bid form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid form. The cuttings, if any, in the Bid/ Bid application must be initialed by the person authorized to sign the bid.
- (xi) The envelope containing Technical Bid shall be opened first on the scheduled date and time at the **Office of INFLIBNET Centre, INFOCITY, Gandhinagar** in the presence of the representatives of the Companies, Firms / Agencies, if any, who wish to be present on the spot at that time. The Tender Evaluation Committee will set criteria for evaluating the vendors on the information provided by them and shall set cut off level to qualify required number of vendors for their financial bids. Financial bids of technically qualified, eligible bidders meeting all the requisite criteria only shall be opened on a date, time & place to be notified later in presence of short listed bidders or their authorized representatives. The **L1 bidder (qualifying total eligibility criteria)** will be arrived at after consideration of all aspects by the Committee so nominated for the Contract.

07. Submission of Bid

- (i) The bid shall be written in English only.
- (ii) The bid prepared by the bidder shall comprise of (i) technical bids and price bid.
- (iii) Bid may be submitted in the following manner:
Envelop No. 1- Shall contain all the information and documents in the same serial order as shown in the technical bid. The complete document should be numbered chronologically. On the top of envelope must be supscribed "Technical Bid". Shall also contain the bid EMD.
Envelop No.2- Shall contain the rates/prices of the items duly filled in (schedule of rates) and signed and stamped. On the top of envelope must be supscribed "Price Bid".
 (Please note that the price should not be indicated in any of the documents enclosed in envelope 1).
- (iv) All the envelopes must be supscribed "Bid for Supply, Installation and Commissioning of Network Equipment's" with due date and time and shall be sealed in third envelope of bigger size addressed to The Section Officer (P&S), INFLIBNET CENTRE, INFOCITY, GANDHINAGAR-382007. The Tender must reach on or before 18.11.2016 at 1600 hrs. OR deposited/ dropped in the tender Box placed in the security cabin.
- (v) Incomplete and conditional tender will be rejected.
- (vi) All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned, if required.
- (vii) No other method/means of submission of bid except as stated above shall be acceptable. All the documents submitted in the bid must be legible and self attested. Otherwise the bid is likely to be rejected. Each page of technical and price bid should be duly signed & stamped.
- (viii) The cover should be sent to the following address :-**Section Officer (P&S), Information & Library Network Centre, INFOCITY, GANDHINAGAR-382007.**
- (ix) Late/ or delayed tenders shall not be considered. Therefore, please ensure that the tender is submitted/ posted well in time to reach us before the due date.
- (x) No conditional discounts will be allowed.

Signature and seal of contractor

INFLIBNET CENTRE, GANDHINAGAR

(Tender no.INF/PUR/NETWORK/16-17)

(To be Submitted in Envelope –II) Annexure – I

PRICE BID FORMAT :-for supply, installation and commissioning of SUPPLY, INSTALLATION and COMMISSIONING of Network Equipment”(in the prescribed format only)

Part – A (Supply of Network Equipments)

r. No.	Item Description	Qty#	Unit Rate	Total
1	CORE SWITCH/CHSSIS	1 Set		
	(Specification as below)			
	Minimum 4 Slots Chassis Loaded with Dual back fan tray supporting 10G Rack Mount Kit and accessories with base software licence the chassis should currently support 40G/100G Modules. The switch should support power modules N+1 Redundancy			
	Supervisory Module for Chassis			
	Software Supporting Full L3 Functionality as per the specifications			
	48 Port SFP+ Blade supporting 10G; 1G and 1000TX Transceivers			
	All other accessories need to UP the chassis			
	10G Modules SR Modules as per the specifications			
	Three Year Comprehensive warranty along with Software Upgrade and Services			
	STACKABLE POE + EDGE SWITCHES			
2	48 Port Giga Switch with POE + Functionality along with minimum 2 SFP or two SFP + ports. The switch should have a Separate STACKING Port and it should support stacking; stacking redundancy and stack bandwidth as defined in the specifications. For POE+Power in case additional power supply is required, the bidder to include the cost of the same. Cost of Stacking accessories and cable to be included in the same Three Year Comprehensive warranty along with Software Upgrade and Services	2		
3	24 Port Giga Switch with POE+ Functionality along with minimum 2 SFP or two SFP + ports. The switch should have a separate STACKING Port and it should support Stacking ; stacking redundancy and stack bandwidth as defined in the specifications. For POE+ Power in case additional power supply is required bidder to include the cost of the same. Cost of Stacking accessories and cable to be included in the same Three Year Comprehensive warranty along with Software Upgrade and Services	6		

4*	Access Points : thin Aps with support of 802.11 b/a/g/n and should be scalable, manageable and integrated with the existing system * Three Year Comprehensive warranty along with Software Upgrade and Services	20		
5	SFP Modules with 10 Gigabit speed and should be scalable, manageable and integrated with the existing system Three Year Comprehensive warranty along with Software Upgrade and Services	6		
6.	Total amount of supply of all necessary accessories for installation as per site survey BILL OF MATERIAL (a separate sheet must be attached containing unit rate and quantity required for installation)	Lump		
	Sub Total:			
	For USD Supply (Option A)			
1.	Freight, Transit Insurance and other charges	Lump		
2.	Custom Duty (as applicable)			
3.	Custom Clearance and other misc. charges	Lump		
	For Local Supply (Option B)			
1.	Excise Duty	Lump		
2.	Sales Tax	Lump		
3.	Freight and other misc. charges	Lump		
Note : The bidders are requested to submit this part of the commercial bid either in USD or Indian currency. In case of quotations submitted in USD, kindly fill the relevant columns of Option A and in case of quotation submitted in Indian currency, kindly fill the relevant columns of Option B. For evaluation of offers in foreign currency, the exchange rate (TT selling rate of SBI) of tender opening date shall be taken into consideration.				

* Supply of item No.4 (Access Points) with installation includes all necessary accessories i.e. I/O, CAT7A cable etc.

Bidder has to mention the actual quantity of items required as per the site survey. INFLIBNET reserves the right to accept the quantity as per the site survey.

Part – B (Commissioning and Installation Rate)

Sr. No.	Description	Rates/Price
01	Commissioning and Installation Charges for above items i.ePART-A (Lump)	Rs.
	Taxes, if any	Rs.
	Inclusive All Taxes & Charges	Rs.

Part A Price/ Rates for items inclusive all taxes and levies	Pate B Price/Rates for Commissioning and Installation Charges inclusive all taxes &charges	“SUPPLY, INSTALLATION and COMMISSIONING of Network Equipment” (PART-A & PART- B) Total Amount :

Total Amount in
figures _____

Authorized Signatory (signature in full) : _____

Name and Title of Signatory : _____

Company Rubber Stamp : _____

INSTRUCTION TO BIDDER

1. Pre Bid Meeting

Pre Bid Meeting will be held on 25.10.2016 at 16.00 hrs at premises of INFLIBNET. Bidder can end their queries to Section Officer (Purchase & Store) (shahana@inflibnet.ac.in) and copy to Mr. Manoj Kumar, Scientist-D (CS)(manoj@inflibnet.ac.in) and Mr. GauravPrakash, Scientist-B (CS) (Gauvar@inflibnet.ac.in). Only the queries received within the stipulated date prior to the Pre Bid Meeting will be answered. The entrance to the Pre Bid Meeting will be limited to two persons per bidder and carrying valid authorization letter on official letter head bearing company seal for those who will submit the tender document fee before the Pre Bid Meeting.

2. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, INFLIBNET Centre reserves the right to add/modify/delete any portion of this document by issuance of an Corrigendum, which would be published on the website and will also be made available to the all the Bidder who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

3. MODIFICATION AND WITHDRAWAL OF BIDS

The bidder may modify or withdraw its bid after submission, if written notice of the modification or withdrawal is received by INFLIBNET before the deadline prescribed for bid submission. The bidder's modification shall be prepared, sealed, marked and dispatched as follows:

- The bidders shall provide in original of any modification to its bid, clearly identified as such, in separate envelope duly marked Bid Modification. The envelope shall be duly marked Bid Modifications. Other provisions concerning the marking and dispatch of bid modification shall be in accordance with the bid.
- A bidder wishing to withdraw its bid shall notify INFLIBNET in writing prior to the deadline prescribed for the bid submission.
- A withdrawal notice may be sent by post or the telefax followed by post confirmation post marked not later than the deadline for submission of bids. The notice of withdrawal shall be addressed to INFLIBNET at the address as mentioned/stated in the documents, bear the tender reference number and the words Bid Withdrawal Notice. Bid Withdrawal Notice received after the bid submission deadline will be ignored and the submitted bid will be deemed to be a validity submitted bid. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the RFP. Withdrawal of the bid during this interval may result in the bidder's forfeiture of its EMD, pursuant to this RFP.

4. FORFEITURE OF EMD

EMD made by Bidder may be forfeited under the following conditions: If Bidder withdraw the proposal before the expiry of validity period. During the evaluation process, if a Bidder indulges in any such activity as would jeopardize the process, the decision of INFLIBNET regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances. If Bidder violates any of the provisions of the terms and conditions of the proposal. In the case of a successful Bidder, if Bidder fails to:

- Accept the work order along with the terms and conditions.
- Furnish performance security.
- Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
- To sign the agreement in time.
- Non-compliance of technical bid format, Annexure - III
- Submitting false/misleading information/declaration/documents/proof/etc. The decision of INFLIBNET regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD even the Bidder will be deferred from participating in any job for a period of one year.

5. CONTRACT EXECUTION

On receipt of the Letter of Award, the contractor should submit a Performance Bank Guarantee (PBG) equivalent to 10% of the total contract value within three weeks from the date of receipt of Letter of Award/Order. The PBG should be valid for six month more than the warranty period. The work should be completed within 60 days from the date of acceptance of contract and the contractor has to ensure all activities

leading to the commissioning of the contract to be completed within 90 days from the date of award. Subsequent to the award of contract, the contractor will have to arrange for the requisite material as per BOM.

If after the award of the contract the Bidder does not sign the Agreement within 30 days or fails to furnish the Performance Bank guarantee within three weeks from the date of receipt of LOI/Order along with the inception report and working schedule as per the tender requirements & if the operation are not started within fifteen (15) working days after submission of P.B.G. as mentioned, INFLIBNET reserves the right to cancel the contract and apply all remedies available under the terms and conditions of this contract.

6. TIME SCHEDULE FOR DELIVERY & INSTALLATION

All delivery of the material will have to be completed within 45 days from the date of acceptance of contract.

(B) All activities leading to the commissioning of the contract to be completed within 60 days from the date of award.

7. FINAL ACCEPTANCE CERTIFICATE

- a. On successful completion of the work as per the 'Scope of work' of this tender document, the contractor shall submit its application to INFLIBNET for issue of 'Final Acceptance Certificate' for the work carried under this contract.
- b. The complete work shall be subject to inspection by the technical committee consisting of expert members. The performance of the system as a whole will be tested to comply with the acceptable standards and norms as per the 'Scope of work'.
- c. On successful testing of the system, the bidder will be issued the 'Final Acceptance Certificate'. In case any deficiencies are noticed during the inspection, the bidder will be liable to make good the deficiency failing which the 'Final Acceptance Certificate' will not be issued.
- d. **The bidder will be entitled to submit its bill for payment only when 'Final Acceptance Certificate' is issued by INFLIBNET.**

8. LIQUIDATED DAMAGE

The job includes the supply and installation of materials mentioned in the tender document. In the event of failure to meet the job completion in stipulated date/time liquidated damage may be imposed on the contractor for sum not less than 0.5% of the contract value for that item/job for each week or part thereof, subject to a ceiling of 10% of the total contract value (including all taxes & duties and other charges). In the event of LD exceeds 10% of the order value, INFLIBNET reserves the right to terminate the contract and INFLIBNET will get the job completed by any other competent party. The difference of cost incurred by INFLIBNET will be recovered from the contractor or his submitted PBG.

9. SUSPENSION OF WORK

INFLIBNE shall have the power at any time and from time to time by notice to the Contractor to delay or suspend the progress of the work or any part of the work due to any other adequate reasons and on receipt of such notice the contractor shall forthwith suspend further progress of the work until further notice from INFLIBNET. The Contractor shall recommence work immediately after receiving a notice to do so from INFLIBNET. The whole or any part of the time lost for such delay or suspension shall, if INFLIBNET in its absolute discretion thinks fit, but not otherwise, be added to the time allowed for completion.

10. TERMS OF PAYMENT

Payment terms are depicted below:

- On successful completion of the work 100% payment shall be made to the contractor subject to issue of 'Final Acceptance Certificate' as per clause 7.0 above.
- The Contractor shall pay all taxes, duties, levies, work contract tax etc. of the Government provision of the Income Tax Act or as per the advice of the Income Tax Authority. Deduction of Income tax/Works Contract tax/any other taxes shall be made from payment as per relevant provisions of the Income tax Act or as per the advice of the Income tax Authority/other Competent Authority.
- No claim for interest will be entertained by the Centre in respect of any payment/deport which will be held with the Centre due to dispute between the Centre & Contractor or due to Admin delay for the reasons beyond the control of the Centre.

11. GOVERNING LAWS

This contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Gandhinagar/Ahmedabad shall have exclusive jurisdiction in all matters arising under the contract. The Contractor shall keep himself fully informed of all current national, state and municipal law and ordinances. The Contractor shall at their own expense, obtain all necessary permits and license and pay all fees and taxes required by law. These will be contractor's entire obligation regarding any claim of infringement.

12. CORRUPT OR FRAUDULENT PRACTICES

The Tender Committee requires that the bidders under this Tender observe the highest standards of ethics during the procurement and execution of such contracts. For this purpose the definition of corrupt and fraudulent practices will follow the provisions of the relevant laws in force. The Tender Committee will reject a proposal for award if it detects that the bidder has engaged in corrupt or fraudulent practices in competing for the contract in question. The Tender Committee will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract. INFLIBNET will reject a proposal for award and may forfeit the E.M.D. and/or Performance Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

13. WORKMEN'S COMPENSATION

In every case in which by virtue of the provision of the workmen's compensation Act 1923 or any other relevant acts and rules, compensation to a workmen employed by the contractor, is payable, then this INFLIBNET Centre should be done by the Contractor. If INFLIBNET is obliged to make any compensation under the said rules and acts, then the amount shall be recovered without prejudice, from the bills and due of the Contractor. INFLIBNET shall not be bound to contest any claim made against the Contractor in respect of workmen's compensation.

14. EQUIPMENT

All tools & tackles necessary for the work shall have to be procured by the contractor unless other wise specified elsewhere in these tender documents. The equipment used by the contractor for a particular work must be appropriate for the type of work. The contractor shall maintain the equipment used on the work properly so that they are in good working condition. In no case shall the contractor use defective or imperfect equipment in the work. The contractor shall arrange to replace or repair all defective equipment so that the progress of the work is not hampered. No defective equipment should be left at the site of work and the department shall not be responsible for any loss or damage to any of these equipments during the course of the execution of the work.

15. SUB-CONTRACT

The purchaser (INFLIBNET) does not recognize the existence of Sub-Contractors. The Contractor's responsibility is not transferable.

16. TERMINATION FOR DEFAULT

INFLIBNET may without prejudice to any other remedy or right of claim for breach of contract by giving not less than 30 days written notice of default sent to the contractor, terminate the order in whole or in part. If the contractor materially fails to render any or all the services within the time period specified in the contract or any extension thereof granted by INFLIBNET in writing and fails to remedy its failure within a period of thirty days after receipt of default notice from INFLIBNET. If the project (delivery, commissioning as well as warranty maintenance support is not carried out according to specification due to deficiency in service as per terms of the contract. In such case INFLIBNET will invoke the amount held back from the contractor as PBG.

17. FORCE MAJEURE

It is hereby defined as any cause, which is beyond the control of the Contractor or INFLIBNET as the case may be, which such party could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as

- War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist area.
- Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de facto authority or ruler, or any other act or failure to act of any local state or national government authority.

- Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, quarantine and plague.
- Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disaster. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen days after the occurrence of such event. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upto its or their performance of the Contract and to fulfill its or their obligation under the Contract but without prejudice to either party's right to terminate the Contract. No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall.
- Constitute a default or breach of the contract.
- Give rise to any claim for damages or additional cost or expense occurred by the delay or non-performance. If, and to the extent, that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 5 (five) days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.

18. INSURANCE COVERAGE

Appropriate insurance to cover all solution components for the transit period and until the time of its acceptance at the respective site is to be taken by the contractor. As the contractor will carry the risk for the material in his books during transit, the contractor should arrange insurance for the total system as period from the dispatch till Acceptance Test is successfully achieved. Further the contractor is to take all required insurance coverage in respect of all its personnel who shall be working on this engagement.

19. WARRANTY TERMS

- All goods / materials and Cabling / Labour work shall be supplied / carried out strictly in accordance with the specifications, drawings, datasheets, other attachments and conditions stated in the Bid / Order / LOI. All materials supplied by the Vendor shall be warranted to be of the best quality of their respective kinds and shall be free from faulty design, workmanship and materials. In event of default originating with the design, material arising at any time during the warranty period of 36 months from the date of FAT, the Vendor shall replace as may be necessary to ensure the material should function in accordance with the specification and to fulfil the foregoing Warranty without any delay. The Vendor shall warrant that every work executed under the contract shall be free from all defects and faults in material, workmanship etc. for a period of 36 (Thirty Six) months or from the date of completion report Not Acceptance test or 42 (forty two) Months from the date of supply of Goods, whichever is earlier.
- In the event that the materials supplied do not meet the specifications and/or are not in accordance with the drawings data in terms of this order, and rectification is required at site, INFLIBNET shall notify the Vendor giving full details of difference. The Vendor shall attend the site within three (3) days of receipt of such notice to meet and agree with representatives of INFLIBNET, the action required to correct the deficiency. Should the Vendor fail to attend meeting at site within the time specified above, INFLIBNET shall be at liberty to rectify the work/materials and Vendor shall reimburse INFLIBNET all costs and expenses incurred in connection with such trouble or defect.
- The Bidder/OEM will warranty that products supplied under the contract are newly made and are free from defects in the design, engineering and workmanship. The bidder would be responsible for the up keep and maintenance of the infrastructure and necessary deliverables under the scope of work during the entire warranty period, as mentioned in Bill of Material, from the date of final acceptance of the system by the customer. The bidder shall not, without the express prior written consent of INFLIBNET, assign to any third party of the contract or part thereof. Service support for the entire warranty period (three years from the final acceptance from the customer) will be on site and comprehensive (including spares) and free of cost for the entire warranty period.
- In case of failure, the Vendor needs to replace or repair the faulty part/component/device to restore the services at the earliest to the satisfaction of the INFLIBNET. The cost of the repairing or replacement of faulty part/component/device has to be entirely born by the Vendor. All expenses related to part/component/device,

including hiring of specialized technical expertise, in case required, has to be borne by the Vendor as part of comprehensive maintenance.

- The Vendor also needs to make alternate arrangement in case of major failure happens in the network, due to which services may be effecting for longer period. After repairing or replacement of the part/component/device, the Vendor needs to put the same into operation. Warranty in all respect is at site.

20. NO WAIVER OF RIGHTS

Neither the inspection by INFLIBNET or any of their agents nor any order by INFLIBNET for payment of money or any payment for or acceptance of the whole or any part of the works by INFLIBNET, nor any extension of time, nor any possession taken by INFLIBNET shall operate as a waiver of any provision of the contract or of any power reserved to INFLIBNET, or any right to damages here in provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other subsequent breach.

21. GRAFTS, COMMISSIONS, GIFTS, ETC.

It is the Purchaser's policy to require that bidders, suppliers, contractors and consultants under contracts, observe the highest standard of ethics during the procurement and execution of such contracts. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with INFLIBNET shall in addition to any criminal liability which it may incur, subject the contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to INFLIBNET resulting from any cancellation. INFLIBNET shall then be entitled to deduct the amount so payable from any monies otherwise due to the contractor under contract.

22. ENFORCEMENT OF TERMS

The failure of either party to enforce at any time any of the provision of this contract or any rights in respect thereto or to exercise any option here in provided shall in no way be construed to be a waiver to such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

23. PERIOD OF VALIDITY OF OFFER

For the purpose of placing the order, the proposals shall remain valid till 180 days. During the period of validity of proposals, the rates quoted shall not change. In exceptional circumstances, INFLIBNET may ask for extension of the period of validity and such a request shall be binding on Bidders. INFLIBNET's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.

24. TAXES & DUTIES and Other Charges :

- **Sales Tax :** Full CST/VAT applicable. "C", "D" forms not applicable.
- **Excise Duty :** INFLIBNET is registered with the Department of Scientific and Industrial Research (DSIR) and is Exempted from Payment of Excise Duty vide Central Excise notification No.10/97 –Central Excise dated 1 March, 1997 as amended from time to time. The necessary ED Exemption Certificate shall be provided by INFLIBNET for availing exemption. Tenderers are requested to take note of the ED exemption available and accordingly submit the offer without ED element.
- **Customs Duty :** INFLIBNET is registered with the Department of Scientific and Industrial Research (DSIR) and is Exempted from Payment of Customs Duty vide Central Excise notification No.51/96 –Customs dated 23 July, 1996 as amended from time to time. The necessary Customs Duty Exemption Certificate will be provided by INFLIBNET for availing CD exemption.

Note : Since INFLIBNET is entitled to concession on payment of custom duty/excise duty as per above stated notification, the bidders should keep this point in mind while submitting their bids. The responsibility to claim concession on payment of custom duty/excise duty on items to be used for the works shall be that of the bidder. INFLIBNET will only issue concession custom duty form as and when requested by the bidder.

25. INFLIBNET'S RIGHT TO REJECT ANY OR ALL BIDS

INFLIBNET reserves the right to reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, 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.

26. CANVASSING

Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any bidder doing so will render him liable to penalties, which may include removal of this name from the register of approved Contractors.

27. NON-TRANSFERABILITY OF TENDER

This tender document is not transferable. Only the bidder, who has purchased this tender form, is entitled to quote.

28. FORMATS AND SIGNING OF BID

The original and all copies of the proposals shall be neatly typed and shall be signed by an authorized signatory(ies) on behalf of the Bidder. The authorization shall be provided by written Power of Attorney accompanying the proposal. All pages of the proposal, except for un-amended printed literature, shall be initialled by the person or persons signing the proposal. The proposal shall contain no interlineations, erase or overwriting. In order to correct errors made by the Bidder, all corrections shall be done &initialled with date by the authorized signatory after striking out the original words/figures completely.

29. WITHDRAWAL OF BID

Bid cannot be withdrawn during the interval between their submission and expiry of Bid's validity period. Fresh Bid may be called from eligible bidders for any additional item(s) of work not mentioned herein, if so required.

30. INTERPRETATION OF DOCUMENTS

If any bidder should find discrepancies or omission in the specifications or other tender documents, or if he should be in doubt as to the true meaning of any part thereof, he shall make a written request to the tender inviting authority for correction/clarification or interpretation or can put in a separate sheet along with his technical bid document.

31. SPLITTING OF THE CONTRACT AND CURTAILMENT OF WORK

INFLIBNET reserve the right to split up and distribute the work among the successful bidders and to curtail any item of work in the schedule partly or fully.

32. ERASURES OR ALTERNATIONS

The offers with overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscript ions is not only signed by the authorized signatory of the bidder. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Customer may treat offers not adhering to these guidelines as unacceptable. The Customer may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This shall be binding on all bidders and the Tender Committee reserves the right for such waivers.

33. COMPLIANCE WITH INFLIBNET

The contractor hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required. The contractor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labor legislation.

34. CLARIFICATION OF BIDS

During evaluation of the bids, the Customer/Tender Committee, at its discretion may ask the bidder for clarification of its bid. The request for the clarification and the response shall be in writing (fax/email) and no change in the substance of the bid shall seek offered or permitted.

35. QUALITY CONTROL

- The contractor is obliged to work closely with INFLIBNET staff, act within its authority and abide by directive issued by them on implementation activities.

- The contractor will abide by the safety measures and free INFLIBNET from all demands or responsibilities arising from accident/loss of life, the cause of which is due to their negligence. The bidder will pay all indemnities arising from such incidents and will not hold INFLIBNET responsible.
- The contractor will treat as confidential all data and information about the system, obtained in the execution of its responsibilities in strict confidence and will not reveal such information to any party without the prior written approval of INFLIBNET.
- INFLIBNET reserves the right to inspect all phases of contractor's operation to ensure conformity to the specifications. INFLIBNET shall have engineers, inspectors or other duly authorized representatives made known to the contractor, present during the progress of the work and such representatives shall have free access to the work at all times. The presence or absence of representatives of INFLIBNET does not relieve the contractor of the responsibility for quality control in all phases.
- The Court of Gandhinagar/Ahmedabad only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

36. SEALING AND MARKING OF BID

- The un-priced and priced bids shall be placed in separate envelopes and then placed in double envelope as explained above. If these envelopes are not sealed and marked as required, the INFLIBNET will assume no responsibility for the bid's misplacement or premature opening and rejection.

37. OPENING OF BIDS BY INFLIBNET

- Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register evidencing their attendance.
- The Bidder's names, Bid modifications or withdrawals, discounts and the presence or absence of relevant Bid security and such other details as the INFLIBNET officer at his/her discretion, may consider appropriate, will be announced at the opening.
- Evaluation of the bids : After the closing time of submission, INFLIBNET will verify the submission of Bid Processing Fees & EMD as per bid terms and conditions. The technical bids of the bidders will be opened and evaluated by the INFLIBNET. The financial bid of the technically qualified bidders will be opened and successful bidder will be decided as per evaluation criteria.

38. USE OF AGREEMENT DOCUMENTS AND INFORMATION

- Vendor shall not without prior written consent from INFLIBNET disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of INFLIBNET in connection therewith to any person other than the person employed by the Vendor in the performance of the Agreement. Disclosure to any such employee shall be made in confidence and shall extend only as far as may be necessary for such performance.
- The Vendor shall not without prior written consent of INFLIBNET make use of any document or information made available for the project except for purposes of performing the Agreement.
- All project related documents issued by INFLIBNET other than the Agreement Itself shall remain the property of INFLIBNET and Originals and all copies shall be returned to INFLIBNET on completion of the Vendor's performance under the Agreement, if so required by the INFLIBNET.

39. RESOLUTION OF DISPUTES

- 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 Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement 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.
- In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.
- The place of the arbitration shall be Gandhinagar, Gujarat. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- The proceedings of arbitration shall be in English language. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

40. PROJECT IMPLEMENTATION

- The Vendor will implement the project strictly as per the plan approved by INFLIBNET.
- A person-in-charge or committee will inspect all installation; commissioning and acceptance of work will be undertaken by vendor which will be approved by the INFLIBNET. All Invoices, Vouchers, Bills for supplied goods and services by the Supplier under the scope of the work will be verified measured and accepted by the person-in-charge/committee.
- As part of implementation the Vendor shall provide details of equipment that will be incorporated in the proposed system, material and manpower as required. The location for storing spare parts and quantity there on should also be clearly indicated. The Vendor shall provide and supply the necessary technical support, books of technical specifications, log books, maintenance/service manuals, drawings, circuits, diagrams, list of equivalent Indigenous spares/equipment, Standard Operating Procedures (SOPs), any other document of the equipment and other information needed to INFLIBNET and its user organizations in implementing the proposed system applications. INFLIBNET at any time during the currency of the Agreement should have access to the proposed sites.
- The Vendor shall provide training to INFLIBNET Personnel at no cost to INFLIBNET. The training schedule, content and modalities will be defined jointly by both the parties.
- In case of the material/solution supplied and installed is rejected owing to its non-conformity to the specification or due to the poor quality of workmanship, the same shall be replaced promptly.
- Vendor shall treat all matters connected with the contract strictly confidential and shall undertake not to disclose, in any way, information, documents, technical data, experience and know how, without prior written permission from INFLIBNET. The Vendor shall have to furnish the documentation of the work undertaken in consultation with Engineer-in-charge/INFLIBNET rep. 3 sets of such documentation should be provided before the issue of completion certificate.
- The Vendor shall be fully responsible for implementing the awarded PART of Project in totality and should include the items and their prices, if not included in Schedule of Requirement to complete the part of project on turnkey basis. Any claim whatsoever in this regard will not be entertained later on.
- In the event of the delay in delivery of contracted services or services is not satisfactory the purchaser may procure goods from else ware as prescribed in bid and Vendor shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the contract for the goods involved i.e. at the risk and cost of the Vendor.
- The Supplier shall be responsible and take required insurance for all of their representatives working on the site at their own cost. INFLIBNET will not be responsible for any injury, loss or damage to any of the representatives of the Supplier during the said contract.
- All work shall be performed and executed by the Supplier in strict conformity with the engineer-in-charge / representative from INFLIBNET and any relative instruction issued to the Supplier by the Engineer in-charge from time to time. In the event of the delay in delivery of contracted services or services is not satisfactory the purchaser may procure goods from else ware as prescribed in bid and Vendor shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the contract for the goods involved i.e. at the risk and cost of the Vendor.
- INFLIBNET shall associate few engineers / technicians during installation and commissioning work. Vendor shall ensure proper participation of the nominated personnel from INFLIBNET and train them provide necessary OJT on the system related. Also vendor shall organize the systematic training of selected personnel from INFLIBNET on the operation / management of equipment.

41. SOFTWARE LICENCES (IF APPLICABLE)

The Vendor shall be responsible for providing Software (System Software, Application Software, Device Drivers, IOS, etc) required, if any, to meet any additional requirements during the currency of the Agreement without any additional cost to INFLIBNET. All license software must be in the name of INFILBNET. The ownership of any customized software involved will be of the INFLIBNET.

42. INSTALLATION OF ADDITIONAL HARDWARE (IF APPLICABLE)

During the currency of the Agreement, for any additional requirement of equipment including interface equipment, the specifications will be provided by the Vendor. INFLIBNET will verify suitability of the specifications submitted by Vendor and recommend to INFLIBNET for acceptance. The Vendor will be obligated to undertake integration, operation and maintenance for all additional equipment if required.

43. SUPPORT FROM EXTERNAL AGENCY (IF APPLICABLE)

In case, if Vendor wish to have support from any external agency, it's very necessary to inform INFLIBNET in written prior to allow them to work on INFLIBNET infrastructure. The information should contain all respective information about the company from whom support has been extended, the person/group of people and the segment in which services has been taken. On completion of the task, another report should be submitted by mentioning action taken by this person/group of people from external agency, with duration. The Vendor is sole responsible for the action taken by such agency on their behalf. No Data/ Information should be sent out of the premise without obtaining prior written confirmation from the INFLIBNET.

44. EXTRA ITEM

Any unforeseen item of work/supply/extra item of work as being authorised by the Centre and not included in the contract, shall be done by the Contractor at mutually agreed rates. Written prior approval of INFLIBNET should be obtained before undertaking extra work failing which the payment may be summarily rejected. Payment of such items shall be made at actual supported by necessary documentary evidence duly approved.

EVALUATION OF BIDS USING QCBS MODEL & AWARDING OF CONTRACT

1. EVALUATION PROCEDURE

- Bidders who have submitted the valid Bid Security, i.e., EMD, Tender Document Fee & Bid Form as per requirement shall be considered for further evaluation. Absence of these documents may lead to summary rejection of the bid.
- The Eligibility Criteria will be evaluated by Tender Committee and those qualify will be considered for further evaluation.
- Evaluation of bids shall be done based on the information furnished by the bidder. The conformity of the bids to the technical specifications and commercial terms and conditions shall be examined. Responsiveness of the bid shall be determined on the technical and financial capability of the bidder to execute the contract.
 - a. INFLIBNET may contact and verify bidder's information, references and data submitted in the bid without further information to bidders.
 - b. INFLIBNET reserves the right to use and interpret the bids as it may, in its discretion, consider appropriate, when selecting bidders for granting of the letter of Intent/Notification of Award of contract.
 - c. INFLIBNET, in its own discretion, may waive off any minor infirmity or non conformity or irregularity in a bid, which does not constitute a significant deviation.

2. EVALUATION OF TECHNICAL BIDS

The technical bids will be evaluated by a Technical Committee appointed by Centre. The bids will be given a score (TBS) based on parameters shown in the table below:

Sr No.	Description	Max Score	Details	Break up
01	Organization Capacity	50	The bidder shall have executed Similar Nature” of single order an amount not less than Rs. 50 Lakh in last three financial years in Government Department/PSU/Autonomous body any reputed organization. References Work Order/Purchase copy along with proof of completion certificate for the project to be provided.	20
			Further maximum Three “ Similar Nature” of System integration orders each amounting to minimum of Rs. 10 Lakh in Last 3 financial years in Government Department/PSU/Autonomous body any reputed organization. References Work Order/Purchase copy along with proof of completion certificate for the project to be provided. For each year, bidder will get ten (10) marks.	30

02	Financial Profile The bidder should have total annual turnover of in the last three financial year	30	Average turnover for last three FY 6Crore	10
			Average turnover for last three FY 12Crore	20
			Average turnover for last three FY 18Crore And above	30
03	Customer Feedback Satisfactory service feed back by customer For each customer Feedback report bidder will get four (4) marks	20	Customer feed back by 2 clients/different order	08
			Customer feed back by 3 clients/different order	12
			Customer feed back by 5 clients/different order	20

3. EVALUATION OF PRICE BIDS

The total cost including all applicable taxes as quoted by the bidders will be compared. The bids will be awarded a financial score (FBS). The bid with lowest total cost (L1 bid) will be awarded 100% FBS (considered as base value). Then the other bids will be awarded FBS inversely proportional to their bid value. Thus the L1 bid will have greatest FBS and the H1 (highest bid) will have least FBS.

4. OVERALL EVALUATION OF BIDS(Technical + Financial)

The overall evaluation of bids shall be done using QCBS model. The final score (FS) shall be calculated based on the formula

$$FS = [TBS*70\% + FBS*30\%]\%$$

The contract shall be offered to the vendor whose bid achieves maximum FS.

GENERAL TERMS

1. All the pages of the bid document including documents submitted therein must be duly signed and stamped failing which the offer shall be liable to be rejected.
2. All the documents to be submitted by the bidder along with their offer should be duly authenticated by the person signing the offer and if at any point of time during procurement process or subsequently it is detected that documents submitted are forged/tampered/manipulated in any way, the total responsibility lies with the bidder and INFLIBNET reserves the full right to take action as may be deemed fit including rejection of the offer and such case is to be kept recorded for any future dealing with them.
3. No Technical/Commercial clarification will be entertained after opening of the tender.
4. Item, if any other than specified in BOM, felt necessary to complete the installation & commissioning may please be quoted separately with clarification and reflected in the deviation sheet.
5. INFLIBNET reserve the right to ask for clarification in the bid documents submitted by the bidder. Documents may be taken if decided by the committee.
6. No dispute by the bidders in regard to Technical/Commercial points will be entertained by INFLIBNET and decision taken by the Tender Committee will be final.
7. Discrepancy in the amount quoted by the bidder due to calculation mistake, the unit rate shall be regarded as firm and the totalling or carry in the amount quoted by the bidder shall be corrected accordingly.
8. The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.

- The acceptance of the tender will rest with the accepting authority who is not bound to accept the lowest or any tender and reserves the right to reject in part or in full any or all tender(s) received and to split up the work among participants without assigning any reason thereof.
 - No variation in or modification of the terms of the Agreement shall be made except by written amendment signed by the parties.
 - The Court of Ahmedabad/Gandhinagar only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.
9. Bidder shall quote the prices of supply, installation and commissioning of Network equipment as mentioned should be valid for One Year.
 10. Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submits a Bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid.
 11. INFLIBNET shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms.
 12. Bidder shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by INFLIBNET during the terms of Contract until expiry of the performance guarantee.
 13. The entire scope of the work depends on the technical skill and experience in management of the same level or kind of infrastructure.
 14. It is mandatory for Vendor to deploy qualified professional to install, commission & maintain the equipment, as defined under scope of work.
 15. This office reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason or to cancel the tender. No dispute of any kind can be raised the right of buyer in any court of law or elsewhere. The decision of Director, INFLIBNET Centre, in this regard shall be final and binding on all.
 16. The rates at any stage once quoted shall not be withdrawn.
 17. No addition / alteration / deletion in the tender document is allowed.
 18. Late tenders/ unsigned quotations may be rejected.
 19. Vendor to attach all datasheet and while making the compliance statement for the Technical specification vendor should give the reference of the page no. where that feature can be verified.
 20. Before submitting the bids documents, Bidder are requested to perform the site survey to get know the existing system/setup with prior intimation to the Centre. After the survey bidder will make a survey report with BILL OF QUANTITIES including all accessories items for completion of project and will submit along with the Technical bid document. IN ABSENCE OF SITE SURVEY REPORT WITH TECHNICAL BID, THE TENDER IS LIABLE TO REJECTION. A separate sheet must be attached containing complete quantity required for installation.

Signature and seal of contractor.

TECHNICAL SPECIFICATIONS

Sr. No.	Item Description	QTY
1	CORE SWITCH/CHSSIS	1 Set
	(Specification as below)	
	Minimum 4 Slots Chassis Loaded with Dual back fan tray supporting 10G Rack Mount Kit and accessories with base software licence the chassis should currently support 40G/100G Modules. The switch should support power modules N+1 Redundancy	
	Supervisory Module for Chassis	
	Software Supporting Full L3 Functionality as per the specifications	
	48 Port SFP+ Blade supporting 10G; 1G and 1000TX Transceivers	
	All other accessories need to UP the chassis	
	10G Modules SR Modules as per the specifications	
	Three Year Comprehensive warranty along with Software Upgrade and Services	
	STACKABLE POE + EDGE SWITCHES	
2	48 Port Giga Switch with POE + Functionality along with minimum 2 SFP or two SFP + ports. The switch should have a Separate STACKING Port and it should support stacking; stacking redundancy and stack bandwidth as defined in the specifications. For POE+Power in case additional power supply is required, the bidder to include the cost of the same. Cost of Stacking accessories and cable to be included in the same	2
	Three Year Comprehensive warranty along with Software Upgrade and Services	
3	24 Port Giga Switch with POE+ Functionality along with minimum 2 SFP or two SFP + ports. The switch should have a separate STACKING Port and it should support Stacking ; stacking redundancy and stack bandwidth as defined in the specifications. For POE+ Power in case additional power supply is required bidder to include the cost of the same. Cost of Stacking accessories and cable to be included in the same	6
	Three Year Comprehensive warranty along with Software Upgrade and Services	
4*	Access Points : thin Aps with support of 802.11 b/a/g/n and should be scalable, manageable and integrated with the existing system including NMS, wireless controller, switches etc.*	20
	Three Year Comprehensive warranty along with Software Upgrade and Services	
5	SFP + Modules with 10 Gigabit speed and should be scalable, manageable and integrated with the existing system including NMS, wireless controller, switches etc.	6
	Three Year Comprehensive warranty along with Software Upgrade and Services	
6.	Necessary accessories for installation as per site survey BILL OF MATERIAL (a separate sheet must be attached containing quantity required for installation)	

* Supply of item No.4 (Access Points) with installation includes all necessary accessories i.e. I/O, CAT7A cable etc.

SCOPE OF WORK

The Scope of the work includes undertaking various supplies and services related to the deployment of network equipments mentioned herewith:

1. Prerequisite for installation: To make ready the site in all respect as per the site survey (conducted by bidder before submission of bid) before delivery of Network Equipments.
2. Bidder will deliver, install and commission the required accessories, cables and panels.
3. Bidder will deploy the manpower for pre and post requirement of cabling work related to the Network Equipments installation and commissioning.
4. Bidder will configure the core switch (item No.1) in HA/Redundant mode with existing core switch.
5. The Bidder may be asked to configure L2 switch (item No.2 & 3) in stack with existing L2 switch or independently.
6. The Bidder shall provide two set of documents and manuals (hard copy, soft copy with each item of the unit supplied.) Note: Please mention other items separately, if required, after performing Site Survey for integration with existing system.
7. Please enclose the Site Survey Report including list of existing items on site. In absence of site survey report, bid is liable to summarily rejected.

INFLIBNET CENTRE, GANNDHINAGAR

(Tender no.INF/PUR/NETWORK/16-17)

Annexure –II

TECHNICAL BID FORMAT

Vendor will mention the make model for each items quoted in the prescribed format

Sr. No.	Item Description	QTY#	Compliance with Existing Setup/System YES/NO	Model
1	CORE SWITCH/CHASSIS	1 Set		
	(Specification as below)			
	Minimum 4 Slots Chassis Loaded with Dual back fan tray supporting 10G Rack Mount Kit and accessories with base software licence the chassis should currently support 40G/100G Modules. The switch should support power modules N+1 Redundancy			
	Supervisory Module for Chassis			
	Software Supporting Full L3 Functionality as per the specifications			
	48 Port SFP+ Blade supporting 10G; 1G and 1000TX Transceivers			
	All other accessories need to UP the chassis			
	10G Modules SR Modules as per the specifications			
	Three Year Comprehensive warranty along with Software Upgrade and Services			
	STACKABLE POE + EDGE SWITCHES			
2	48 Port Giga Switch with POE + Functionality along with minimum 2 SFP or two SFP + ports. The switch should have a Separate STACKING Port and it should support stacking; stacking redundancy and stack bandwidth as defined in the specifications. For POE+Power in case additional power supply is required, the bidder to include the cost of the same. Cost of Stacking accessories and cable to be included in the same Three Year Comprehensive warranty along with Software Upgrade and Services	2		

3	24 Port Giga Switch with POE+ Functionality along with minimum 2 SFP or two SFP + ports. The switch should have a separate STACKING Port and it should support Stacking ; stacking redundancy and stack bandwidth as defined in the specifications. For POE+ Power in case additional power supply is required bidder to include the cost of the same. Cost of Stacking accessories and cable to be included in the same Three Year Comprehensive warranty along with Software Upgrade and Services	6		
4*	Access Points : thin Aps with support of 802.11 b/a/g/n and should be scalable, manageable and integrated with the existing system including NMS, wireless controller, switches etc.* Three Year Comprehensive warranty along with Software Upgrade and Services	20		
5	SFP + Modules with 10 Gigabit speed and should be scalable, manageable and integrated with the existing system including NMS, wireless controller, switches etc. Three Year Comprehensive warranty along with Software Upgrade and Services	6		
6	Necessary accessories for installation as per site survey BILL OF MATERIAL (a separate sheet must be attached containing quantity required for installation)			

* Supply of item No.4 (Access Points) with installation includes all necessary accessories i.e. I/O, CAT7A cable etc.

Bidder has to mention the actual quantity of items required as per the site survey.

Note: 1. All items mention in the above technical bids should be compatible, manageable & scalable with the existing setup & equipment

2. Quantity of sub-items for item No.1 CORE SWITCH/CHASSIS should be mentioned as per the site survey and detailed site survey should be attached separately.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

INFLIBNET CENTRE, GANNDHINAGAR
(Tender no.INF/PUR/NETWORK/16-17)

Annexure – III

BID FORM

(Bidders are requested to furnish the Bid Form in the Format given in this section, filling the entire Blank and to be submitted on Letter Head in original)

To
INFLIBNET CENTRE
Infocity, Gandhinagar

Sub: Supply, installation & commissioning of Network Equipment & other accessories for
INFLIBNET CENTRE, Gandhinagar

Dear Sir,

We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender no. INF/PUR/NETWORK/2016-17 dated 21.11.2016, do hereby propose to execute the job as per specification as set forth in your Bid documents.

The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.

We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipments and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.

We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.

We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to ten percent (10%) of the Order value as stipulated in Financial Bid (BOQ).

We agree that INFLIBNET reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, thisday of2016

Thanking you, we remain,

Yours faithfully

Signature

Signature& Authorized Verified by

Name in full

Name & Designation

Designation

Full Signature & Stamp

Bidder's Details

1	Name of the Firm	
2	Registered Office Address Contact Number Fax Number E –mail	
	Name & address of the person to whom all references shall be made with regard to this tender Name: Address: Phone Numbers (office & mobile): Email Id: Alt. Email id:	
3	Correspondence / Contact address Name & Designation of contact person Address Contact Number Fax Number E-mail	
4	Is the firm a registered company? If yes, submit documentary proof Year and Place of the establishment of the company	
5	Former name of company, if any	
6	Is the firm A Government / Public Sector undertaking a proprietary firm A partnership firm (if Yes, give partnership deed) A limited company or limited corporation, member of a group of companies,(if yes, give name and address and description of other companies) A subsidiary of a large corporation (if yes give the name and address of the parent organization). If the company is subsidiary, state what involvement if any, will the parent company have in the project.	
7	Is the firm registered with Sales Tax department? If yes, submit valid VAT registration certificate.	
8	Is the firm registered with Sales Tax with Central Excise department (Service Tax	

	Cell) ? if yes, submit valid service tax registration certificate.	
9	Total number of employees. Attach the organization chart showing the structure of the organization.	
10	Are you registered with any Government Department / Public Sector undertaking (if yes, give detail)	
11	How many years has your organization been in business under your present name? What were your filed when you established your organization	
12	What type best describe your firm? (purchaser reserves the right to verify the claims if necessary) Manufacturer Supplier System Integrator Consultant Service Provider (Pl. specify detail) Software development Total solution provider (Design, Supply, Integration, O&M) IT Company	
13	Number of offices in district head quarters in Gandhinager/Ahmedabad	
14	Is your organization has ISO 9001:2008 certificate?	
15	List the major clients with whom your organization has been / is currently associated.	
16	Have you any capacity not completed any work awarded to you? (if so, give the name of project and reason for not completing the work)	
17	Have you ever been denied tendering facilities by any Government / Department/ Public sector undertaking? (Give Detail)	

Authorized Signatory (signature in full) : _____

Name and Title of Signatory : _____

Company Rubber Stamp : _____

INFLIBNET CENTRE, GANNDHINAGAR

(Tender no.INF/PUR/NETWORK/16-17)

Annexure – V

FINANCIAL CAPABILITY OF BIDDER

Sl. No.	Name of the Bidder	Turnover (Rs. / Crores)		
		2013-14	2014-15	2015-16
1				

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Note:

Submit the audited financial statement/ audited annual report of the last three financial years.

(Tender no.INF/PUR/NETWORK/16-17)

Annexure – VI

DECLARATION

I, _____ Son/Daughter/Wife of _____ Resident
of _____

Proprietor /
Director / Authorized Signatory of the Company / Firm, mentioned above, is competent to sign this declaration and
execute this tender document;

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

MANUFACTURER'S AUTHORIZATION FORM

Date:

To
INFLIBNET CENTRE
INFOCITY, GANDHINAGAR

Ref: Tender No.: INF/PUR/NETWORK/2016-17

WHEREAS _____ who are official producers of _____ and having production facilities at _____ do hereby authorize _____ located at _____ (hereinafter, the "Bidder") to submit a bid of the following Products produced by us, for the Supply Requirements associated with the above Invitation for Bids.

When resold by _____, these products are subject to our applicable standard end user warranty terms.

We assure you that in the event of _____, not being able to fulfill its obligation as our Service Provider in respect of our standard Warranty Terms we would continue to meet our Warranty Terms through alternate arrangements.

We also confirm that _____ is our authorized service provider/system integrator and can hence provide maintenance and upgrade support for our products.

We also confirm that the products quoted are on our current product list and are not likely to be discontinued within 5 years from the day of this letter. We assure availability of spares for the products for the next five years after five years warranty.

We also confirm that the material will be delivered within 60 days from the date of placement of confirmed order.

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the authorization for and on behalf of _____

Dated on _____ day of _____ 2016

Note: This letter of authority must be on the letterhead of the Manufacturer and duly signed by an authorized signatory.

INDEMNITY BOND

We,, having a registered office at, have entered into a contract with Information & Library Network (INFLIBNET) Centre having registered office at INFOCITY, Opp. DAICT, Gandhinagar 382 007, vide contract dated, to Supply, Installation and Commissioning of Network Equipment at Information & Library Network (INFLIBNET) situated at INFOCITY, Opp. DAICT, Gandhinagar 382 007.

We do hereby indemnify and keep harmless, Information & Library Network (INFLIBNET) Centre, at all times, whether during the continuation of the aforesaid contract and at any time thereafter, in respect of any claim, demand, compensation, liability, penalty, fines, interests, suits etc. of whatsoever nature made, all actions and proceedings taken against the Institute by any party, employee(s), or workman/woman provided by us, on account of any delay, default, lapse, error, or omission on our part, or of rules and regulations, as may be applicable under the said contract from time to time.

We further undertake to indemnify and keep harmless, Information & Library Network (INFLIBNET) Centre against any claim/compensation arising out of any non-payment or short payment of salaries, wages, overtime, or compensation by whatever name called and compensation and claims arising on account of any accident, injury, death, etc. during the course of their engagement by us for the purpose of this contract, or non-fulfillment of any obligation under any of the labour laws as applicable to the class of workers/employees engaged by us for the purpose of this contract.

We further declare and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any manner.

Signature of the Tenderer/Authorized Signatory Name of the

Tenderer -----

Address of the Tenderer-----

Seal of the Company/Firm:

Telephone No/ Mobile No.-----

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY DEPOSIT

To,
The Director, INFLIBNET Centre

WHEREAS.....
.....
.....

(Name and address of the supplier) (Hereinafter called “the supplier” has undertaken in pursuance of contract no.....Dated..... to supply (description of goods and services) (hereinafter called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of

(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.,

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to and including theDay of.....20.....

(Signature with date of the authorized officer of the Bank)

.....
.....

(Name and designation of the officer)

.....
.....

(Seal, name & address of the Bank and address of the Branch)

FORMAT FOR EARNEST MONEY DEPOSIT / BID BOND

LETTER OF GUARANTEE

To,
The Director,
INFLIBNET Centre,
INFOCITY,
Gandhinagar

IN ACCORDANCE WITH YOUR TENDER for supply of, M/s. (hereinafter called the "Bidder") having its Registered Office at, wish to participate in the said bid for the supply as an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of Rs. (Rupees.....) valid up to (180 days from the date of issue of Bank Guarantee), is required to be submitted by the bidder as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Purchaser on (1) the withdrawal or revision of the offer by the bidder within the validity period, (2) Non acceptance of the Letter of Indent / Purchase order by the Bidder when issued within the validity period, (3) failure to execute the contract as per contractual terms and condition with in the contractual delivery period and (4) on the happening of any contingencies mentioned in the bid documents.

During the validity of this Bank Guarantee :

We,(Bank name) having its registered Office atguarantee and undertake to pay immediately on first demand by the amount of Rs..... (Rupees.....) without any reservation, protest, demur and recourse. Any such demand made by the INFLIBNET Centre shall be conclusive and recourse. Any such demand made by the purchaser shall be binding on the Bank irrespective of any dispute or difference raised by the Bidder.

The Guarantee shall be irrevocable and shall remain valid up to(180 days from the date of issue of Bank Guarantee) If any further extension is required, the same shall be extended to such required period on receiving instruction form the Bidder, on whose behalf the is Guarantee is issued.

Notwithstanding anything contained herein :

- *Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) .
- * This Bank Guarantee shall be valid up to(date).
- * We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee Only and only if you serve upon us a written claim or before (date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

ORDER FOR ARRANGING VARIOUS DOCUMENTS IN TECHNICAL BID (CHECKLIST)

(Unconditional acceptance of Terms and conditions of the tender)

Pl. Tick

Pl use separate sheet for providing complete information.

Sr. No.	Criteria As per tender Clause no.06, mention at page no.3 & 4	Vendor Response/ Remarks	Page No.
01.	Registration Certificate		
02.	Address proof of Ahmedabad or Gandhinagar office.		
03.	VAT Registration Certificate		
04.	Service Tax Registration Certificate		
05.	Trade License		
06.	“Similar Nature” of single order an amount not less than Rs.50 lakhs in last three financial years		
07.	Annual turnover not be less than 30% of the estimated cost during the last three consecutive financial years		
08.	Tender document Fee of Rs.5,000/-.		
09.	Earnest Money Deposit (EMD) of Rs.1,50,000/-		
10.	Valid letter from the OEMs		
11.	Site survey report		
12.	Technical Bid Format Annexure –II		
13.	Bid form Annexure – III		
14.	Bidder’s Details form Annexure – IV		
15.	Financial Capability of Bidder Annexure- V		
16.	Declaration of Bidder Annexure – VI		
17.	Manufacturer’s Authorization Form Annexure – VII		

The bidder is required to enclose self attested photocopies of the following documents along with the Technical Bid, failing which their bids may be summarily/out rightly rejected and may not be considered:

FORM OF AGREEMENT

This agreement made the _____ day of the month of _____ in the year 20.... BETWEEN, The Information and Library Network Centre (Hereinafter called 'INFLIBNET') or Client which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns, having its Head office at INFOCITY, Gandhinagar 382 007, Gujarat, India on the ONE PART; and

* Shri _____ S/D/o _____ resident of _____ the sole proprietor of M/s _____ having office at the following address _____

* M/s. _____ the partnership firm having an administrative/principal office at _____ represented by its Managing/duly authorised partner.

* M/s. _____ company/body corporate incorporated under the provisions of the Companies Act 1956 having its registered office at the following address _____, duly represented at _____ duly represented by its constituted and authorized Managing Director, Shri _____ and (hereinafter called the Tenderer which term shall also be called the Supplier or the Contractor) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns on the other part

WHEREAS THE Client/ INFLIBNET is desirous that certain works should be designed, supplied, installed, tested & commissioned as detailed in the notice inviting tender and their office mentioned and called for invitation to tenderers for the supply, installation and performance of such works has been accepted by the INFLIBNET on the terms and conditions as set out therein and interalia others.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;
 - a) Notice inviting Tender
 - b) General rules and Instructions for the guidance of tenderers.
 - c) The Tender, Letter of Acceptance, Letters from & to the tenderer, if any, leading to and prior to acceptance letter.
 - d) General Conditions of contract and clauses of contract along with Annexures thereto.
 - e) Schedules consisting of Technical Specifications, Special Conditions, Compliances, Comprehensive AMC terms, tender drawings if any, etc.
 - f) Schedule of quantities including Prices and tendered amount known as Price - Bid.
 - g) The details submitted in technical bid, design, site survey and such other commitments like Annual Maintenance Charges for the period mentioned shall be part of the agreement.

[Note : * Strike off whichever is not applicable]

3. In consideration of the payments to be made by the INFLIBNET to the tenderer, the tenderer hereby covenants and agrees with the INFLIBNET to complete the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said tenderer, _____ to
the CLIENT(INFLIBNET) _____ in the presence of:

Signature of Tenderer (with seal)

Signature of Authorised representative
of the Client/INFLIBNET Accepting Authority.

Witness (Signature, Name & Address):

1).

2).