

**India Trade Promotion Organisation**

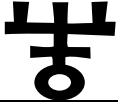
**Tender Document for  
Installation of wireless Local Area Network (LAN) connectivity**

**Tender No. ITPO/SD&CSD/WLAN/2014**

**Dated 5.9.2014**

**India Trade Promotion Organisation**  
(A Govt. of India Enterprise)  
Gate No. 3, Pragati Bhawan, Pragati Maidan  
New Delhi – 110001

**TENDER DOCUMENT**



India Trade Promotion Organisation (ITPO)  
(A Government of India Enterprise)  
Pragati Bhawan, Pragati Maidan, New Delhi-110 001

Tender No. ITPO/SD&CSD/WLAN/2014

Date :-5.9.2014

**Subject : Installation of wireless Local Area Network (LAN) connectivity**

Cost of tender document	Rs.525/- (Rs. Five Hundred Twenty Five Only) including 5% VAT, through demand/bank draft favoring <u>ITPO</u>
Earnest money deposit	Rs.10,000/- (Rs. Ten Thousand Only)through demand/bank draft favoring <u>ITPO</u>
Last date for submission of sealed bids	25.9.2014 (3.00 pm)
Opening of Technical bids	25.9.2014 (3.30 pm)

For downloading/details of tender, please visit our website: [www.indiatradefair.com](http://www.indiatradefair.com).

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## 1. REQUEST FOR PROPOSAL

India Trade Promotion Organisation (ITPO), a premier trade promotion organisation, manages India's premier trade fair complex, Pragati Maidan in New Delhi. ITPO intends to select a company for Installation of wireless Local Area Network (LAN) connectivity at ITPO Pragati Maidan, New Delhi . For this purpose, System Development & Compliance Services Division (SD&CSD), ITPO invites sealed Technical and Commercial bids from eligible companies.

## 2. DEFINITIONS

**“Applicable Law”** - means all relevant laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgment, decrees, injunctions, Writs or orders of court, as may be in force and effect during the subsistence of this Tender Document.

**“Bid Document”** - shall mean the document submitted by the bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Tender Document.

**“Contract”** - shall mean the agreement to be entered into between ITPO and the successful Bidder.

**“ITPO”** - ITPO means India Trade Promotion Organization.

## 3. DISCLAIMER

The information contained in this bid document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of ITPO is provided to Investors/Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided. By acceptance of this tender document, the recipient further agrees that this tender document may not be distributed, reproduced or used for any other purpose than selection of a company for purpose mentioned at clause no. 1 of this document. The recipient agrees that it will cause its Directors, Partners, officers, employees and representatives and any other parties who provide services to the recipient to use the tender document for the purposes in the manner stated above. ITPO does not make any representation or warranty expressed or implied, as to the accuracy, authenticity, timeliness and/or completeness of the information contained in this tender document. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document. The ITPO also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document. ITPO may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document. The issue of this tender document does not imply that ITPO is bound to select a Bidder and ITPO

reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

#### **4. INTERPRETATION:**

In this Tender Document, unless the context otherwise requires,

- 4.1 For the purpose of this Tender Document, where the context so admits,
  - (i) The singular shall be deemed to include the plural and vice versa and
  - (ii) Masculine gender shall be deemed to include the feminine gender and vice-versa.
- 4.2 References to a “person” if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof;
- 4.3 References to Clauses, Recitals or Schedules are references to clauses and recitals of and schedules to the Contract and the Tender Document. The Schedules, annexure and addendums shall form an integral part of this Contract.
- 4.4 Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Contract. Any references to an enactment include references to any subordinate legislation made under that enactment and any amendment to, or replacement of, that enactment or subordinate legislation. Any references to a rule or procedure include references to any amendment or replacement of that rule or procedure.
- 4.5 The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Tender Document. References to the word “include” and “including” shall be construed without limitation. Any reference to day shall mean a reference to a calendar day including Saturday and Sunday.

#### **5. DUE DILIGENCE**

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this Tender Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the Tender Document in every respect will be at the Bidder’s risk and may result in rejection of the bid. ITPO shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder.

## 6. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its bid and ITPO shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## 7. CLARIFICATION OF BIDDING DOCUMENTS

ITPO shall make best efforts to respond to any request for clarification of the Tender Document, such request to be made in writing through email: [ravipareek@itpo.gov.in](mailto:ravipareek@itpo.gov.in). Such response / clarification shall to the extent possible be made in writing. TPO shall not be responsible for any delay including but not limited to any postal delays. The subject for email seeking clarification should be WLAN-2014.

## 8. AMENDMENT OF TENDER DOCUMENT

At any time before the deadline for submission of bids, ITPO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, or in response to some points brought to ITPO's attention during pre bid conference, modify the Tender Document by amending, modifying and / or supplementing the same. All changes shall be posted on website [www.indiatradefair.com](http://www.indiatradefair.com) and prospective Bidders are required to go through the same before submission of bid. All such amendments shall be binding on them without any further act or deed on ITPO's part. In the event of any amendment, ITPO reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

## 9. SCOPE OF THE WORK:

Installation of wi-fi LAN and internet connectivity and installation of Pole Base Tower at the following two locations –

1. **Stores Division** (Prantik Building near gate no. 1) Pragati Maidan, which shall also provide wired/wireless connectivity (for 2 computers) at warehouse office which is located about 80 meters away. There is an existing tower at the roof of Prantik Building which has fallen down due to the recent heavy storm. The vendor may quote the prices considering the buyback value. Vendor has to terminate the link at the switch which is installed in one of the rooms of Prantik Building. The network from switch to end users shall be maintained by ITPO. There are about 10 users in this building for which networking is already in place.
2. **CISF Camp Office** Near Gate No. 5 Pragati Maidan.  
In order to establish wireless local area network connectivity from one wireless access point to another, one access point is already installed on a tower on the roof of ITPO's

premises (Pragati Bhawan) the other access points along with necessary supporting accessories are to be supplied, installed and tested for connectivity at an aerial distance 150 – 200 meters (near gate no. 5). At present there is no network connectivity in this premise. The vendor shall install the 24 port switch in a switch rack of 42U size and lay down network connections, including conducting, wiring, and I/O ports. There are 2 blocks of 4 rooms and 2 rooms each. Two I/O ports in each room are to be provided in each block.

All the necessary cables, antennas, converters, switches, racks etc. are to be supplied by the vendor. For the purpose the vendor shall also submit a site drawing alongwith technical solutions and specifications of the items installed. All the items should be IPV-6 compliant.

In order to assess the requirement of the type of access point required as also the height of the pole/tower, if required, bidding company may carry out site survey of the locations.

The vendor to ensure end to end connectivity and testing of the same at clients and ensure uninterrupted connectivity.

There is an existing tower at the roof of Prantik Building which has fallen down due to the recent heavy winds. The vendor may quote the prices after considering the buyback value of the old tower on 'as is where is' basis. None of the old items shall be used in installation of the new towers.

In addition there are 5 more locations where the connectivity is provided through RF –

1. Pragati Niwas (Near Gate no. 2) – low height pole (approx 10 ft)
2. Hall no. 17 (Exhibition Stores) – low height tower (approx 15 ft)
3. Nehru Pavalion – low height pole (approx 5 ft)
4. Conservancy – low height pole (approx 5 ft)
5. BIC – low height pole (approx 10 ft)

These locations are also to be maintained by the successful bidder in their present set up. At present all the above locations are working proper networking connectivity is in existence. Vendor may have a site visit and check the health of each of the towers/poles and if any of the up-gradation/repair/replacement of part is required the cost of those item/s may be included in the total cost, like one of the strings of tower installed at Pragati Bhawan is broken and need to set right, couple of access points which have become old and are having signal issues need to be changed etc.

**Main Tower** - All these wi-fi location are getting connectivity from master tower at the roof of Pragati Bhawan near gate no. 3 Pragati Maidan. The approximate height of this tower is about 40 feet. This tower shall also be maintained by the successful bidder.

All the logistic arrangements and required labour shall be the responsibility of the bidder.



**Maintenance of the towers** – The vendor shall provide maintenance of all the hardware items and tower for a period of 3 (three) years without any extra cost. The maintenance shall include replacement of faulty items without any extra cost if declared beyond repair. The maintenance shall include maintenance of only tower and connectivity till termination switch/distribution hub. Onward connectivity till the users shall be taken care by ITPO.

**Inspection and upkeep of the tower** - The vendor shall visit the site every month and submit monthly report on the health of the towers, and concerns if any.

**Speed Test** - ITPO shall verify the connectivity of LAN and internet speed before considering completion of installation and/or accepting monthly report.

**Installation period** - The installation should be completed within 15 (fifteen) days from the acceptance of the work order.

**The scope of work may also include the related jobs which are otherwise not mentioned in this tender and are necessary in order to maintain the site.**

## **10. ELIGIBILITY CRITERIA**

### **Eligibility criteria for bidders:**

- 10.1 The Bidder should be a company. Relevant papers such as copies of original documents defining constitution or legal status, or Certification of incorporation/ Memorandum/ Articles of Association etc to be provided as a supporting document.
- 10.2 The bidder should be registered with statutory authorities for taxation purpose. Copies of VAT/TIN OR Service Tax registration certificate (any one) may be provided as a supporting document.
- 10.3 The bidder should have a minimum annual average financial turnover of Rs.10 Lacs during last financial year. Audited copy of balance sheet for last financial year i.e. 2012-13 is to be provided. Please provide supporting document alongwith certificate issued by Chartered Accountant.
- 10.4 The bidder should have either a.) erected minimum 1 (one) wifi towers in Delhi/NCR with in last 5 years. or b.) have provided at least one campus wide wi-fi solution with in last 5 years (please provide supporting documents).
- 10.5 The company/firm must be registered with Employees Provident Fund (EPF) and / or Employees Estate Insurance Corporation ESIC. Please provide documentary proof such as latest payment deposit slips etc.

## **11 PROCESSING FEE & EARNEST MONEY DEPOSIT (EMD)**

11.1 The processing fee is non refundable.

11.2 Processing Fee and EMD should be part of Envelope -1.

11.3 The EMD is non-interest bearing.

11.4 The successful Bidders' EMD will be discharged upon expiry of "Offer Validity Period" or upon receiving of Performance Guaranty. EMD of unsuccessful bidders shall be refunded within one month of finalization of Tender.

11.5 The EMD will be forfeited:

- If a bidder withdraws his bid during the period of validity.
- Or in case of a successful bidder, if the bidder fails to sign the contract in accordance with terms and conditions.

## **12. UNDERTAKING**

An undertaking from the Bidder stating the compliance with all the conditions of the Contract and Technical Specifications of the Bidding Document will be required since no deviation will be acceptable to ITPO.

## **13. BID PRICES**

13.1 The price i.e. offer must be made by the intending bidder covering all important points mentioned in the bid format enclosed in this bid document. The financial offer i.e. commercial bid may be submitted keeping in view the terms and conditions of this bid document and site conditions.

13.2 The bidder shall make payment of all dues, taxes & other statutory dues, or miscellaneous charges such as uploading/ hosting charges not specifically mentioned in this document but essential for successful completion of work. The bidder shall not be eligible for any extra charges in respect of such payments. In case the bidder does not make timely payment and any liability arises against ITPO, it may be recovered by ITPO from the payments due to the bidder.

13.3 All liabilities, whatsoever, on account of copy rights or any other reason, if any, shall be borne by the bidder.

## **14. PERIOD OF VALIDITY OF BIDS**

### **14.1 Validity period**

Bids shall remain valid for 180 (One hundred eighty) days after the last date of bid

submission prescribed by ITPO, ITPO holds the right to reject a bid valid for a period shorter than 180 days as nonresponsive, without any correspondence.

#### **14.2 Extension of Period of Validity**

In exceptional circumstances, ITPO may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the EMD. A Bidder granting extension of validity will not be permitted to modify his technical or commercial bid.

#### **14.3 Amendment of RFP**

At any time prior to the deadline for submission of Proposal, ITPO may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website .

### **15. MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS**

- 15.1 The Applicant may modify, substitute, or withdraw its proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the ITPO prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.
- 15.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 15.3 Any alteration / modification in the proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

### **16 SPECIAL TERMS & CONDITIONS**

- 16.1. ITPO shall reserve the right to verify the operation and performance of Project by the Bidder and the Bidder shall permit ITPO to do so.
- 16.2. Response time: the response time of bidder to attend any complaint should not be more than 6 hours.
- 16.3. The job would be assigned to a single party which is the overall lowest bidding company found technically fit for the job.
- 16.4. Tenders with incomplete information are liable for rejection.

- 16.5. Tenders not submitted in the format specified as per the Tender document will be summarily rejected.
- 16.6. The tenders with the technical bid not containing Tender fee and EMD amount (in original) in the prescribed format will be summarily rejected.
- 16.7. Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
- 16.8. Tenders without the signed copy of the Tender Documents in the respective envelopes will be summarily rejected.
- 16.9. Tenders submitted without audited financial Statements of the Bidder are liable for rejection.
- 16.10. The company should not be black listed by any Govt./semi Govt. organization or PSU, please submit undertaking.
- 16.11. The bidder can not make any amendment in the Technical Bid / Commercial Bid, neither he can impose any conditions. All such bids will be rejected at the discretion of ITPO.
- 16.12. The bid evaluation would be upon the price which is exclusive of service tax. Service Tax, as applicable from time to time, shall be paid extra. The bidder shall submit documentary evidence of depositing the service tax to authority.

## **17 ACCEPTANCE & WITHDRAWALS**

The right of final acceptance of the tender is entirely vested with ITPO who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. There is no obligation on the part of ITPO to communicate with rejected Bidders. After acceptance of the tender by ITPO, the Bidder shall have no right to withdraw his tender, or claim higher price.

## **18 ITPO'S DECISION TO BE FINAL**

The final decision would be based on the technical capacity and pricing. ITPO does not bind itself in selecting the firm offering lowest prices alone. The tender shall be submitted neatly and all corrections, over-typing shall be attested with seal and full signature. ITPO reserves the right to not to accept lowest price, to reject any or all the tenders without assigning any reason.

Tendering/Subsequent award of job shall not in any way entitle the vendor to have any exclusive rights and privileges.

#### **19 PERFORMANCE GUARANTEE (PG)**

Performance Guarantee amounting to 10% of the total bid value will be deposited by the successful vendor by way of demand draft favoring "India Trade Promotion Organization", payable at New Delhi or by way of FD before handing over the purchase order by ITPO. PG shall be refunded/released after 6 (Six) months of successful completion of contractual period of the services.

#### **20 PAYMENT TERMS**

The payment shall be considered in two parts i.e. 55% (Fifty five percent), the installation cost, and 45% (forty five percent) the maintenance cost.

Installation cost i.e. 55% of the payment shall be released after successful completion of the work. Remaining 45% payment shall be released in equal annual installments i.e. 15% after every year. ITPO will process the payment on receipt of the bills and as per procedure and terms & conditions in vogue. The penalties would also be deducted from the payment.

#### **21 PERIOD OF THE CONTRACT**

The period of contract is for 3 (Two) years.

#### **22 INDEMNITY**

The successful bidder shall, subject to the provisions of the Agreement, indemnify ITPO for an amount not exceeding 1 (one) time the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

#### **23 NOTIFICATION OF AWARD**

The Bidder whose Bid has been accepted shall be notified of the award by the ITPO prior to the expiration of the period of validity of the proposal, by registered letter or by fax. The Bidder shall acknowledge in writing, the receipt of the Letter of Acceptance and shall send his acceptance within 3 days from the receipt of the Letter of Acceptance.

#### **24 SIGNING OF AGREEMENT**

Pursuant to the Bidder acknowledging the Letter of Acceptance, the Bidder and ITPO shall promptly and in no event later than 10 days from the date of acknowledgement of the Letter of Acceptance, sign the Contract. ITPO shall have the right and authority to negotiate certain terms with the successful Bidder before signing of the Contract. The signing of the Contract shall amount to award of the Contract and the Bidder shall initiate the execution of the work as specified in the Contract.

## **25 EXPENSES FOR THE CONTRACT**

All incidental expenses of the execution of the Contract/ agreement shall be borne solely by the successful Bidder and such amount shall not be refunded to the successful Bidder by the ITPO.

## **26 FAILURE TO ABIDE BY THE CONTRACT**

The conditions stipulated in the Contract shall be strictly adhered to and violation of any of these conditions shall entail termination of the Contract without prejudice to the rights of ITPO.

## **27 TERMINATION OF CONTRACT**

ITPO may terminate the contract before its term due to reasons which demands so and are not avoidable. However, the payment till termination shall be considered on pro-rate basis.

Termination for Default, ITPO may, without prejudice, to any other remedy for breach of Contract, by prior written notice of default sent to the Bidder, terminate the Contract in whole without assigning any reason if -

- The qualified Bidder fails to perform any other obligation(s) under the Contract.
- If the Bidder is in material breach of the representations and warranties contained in this Contract.

## **28 GOVERNING LAW**

The laws of Republic of India shall govern the Tender Document and the Contract.

## **29 RESOLUTION OF DISPUTES**

The dispute resolution mechanism shall be as follows:

- 34.1 In case of dispute between ITPO and the successful bidder, if not resolved amicably, same shall be referred to adjudication / arbitration in accordance with Indian Arbitration and Conciliation Act 1996.
- 34.2 If such dispute arises then either party may forthwith give to the notice in writing of such dispute to other party and shall be referred to the adjudication of an arbitrator in accordance with Indian Arbitration and Conciliation Act 1996.
- 34.3 The CMD of ITPO will appoint the designated officer as an arbitrator which will be mutually agreed between the parties.
- 34.4 The decision of the arbitrator shall be final and binding upon both the parties, i.e. ITPO and the successful bidder.
- 34.5 All unresolved disputed matters will have the jurisdiction of Delhi, so far as legal and court matters are concerned.

## **30 SUBMISSION OF BIDS**

Bid should be submitted in two envelopes - envelop 1 (Technical envelope) and envelope 2 (Commercial envelope). envelope 1 and 2 should be inserted in third envelope.

### **31 CONTENTS OF TECHNICAL ENVELOPE 1 (TECHNICAL BID INCLUDING ELIGIBILITY)**

- 36.1 Bid Application on the letter head.
- 36.2 Checklist of Submissions.(ANNEX 1)
- 36.3 Letter of Undertaking regarding acceptance of terms and conditions.(ANNEX 2)
- 36.4 Power of Attorney for the Proposal Signatory.(ANNEX 3)
- 36.5 Document of Constitution of the firm/company.
- 36.6 Audited Balance Sheets / CA Certificate in support of turnover criteria.
- 36.7 Copy of the experience related supporting documents.
- 36.8 Processing Fee/ Cost of tender document.
- 36.9 DD of EMD.

### **32 CONTENTS OF THE COMMERCIAL ENVELOPE II (COMMERCIAL BID)**

Price bid as per format.

### **33 AUTHENTICATION OF BID**

The original and all copies of the Bid Document shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bid Document shall initial all pages of the Bid Document, including pages where entries or amendments have been made.

### **34 VALIDATION OF INTERLINEATIONS IN BID**

Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.

### **35 SEALING AND MARKING OF BIDS**

Enclosing of Bid - The copies of the Technical Bid shall be placed in sealed envelope 1 clearly marking it "**Technical Bid**". The Commercial Bid shall be placed in separate lacquer sealed envelope 2 clearly marking it as "**Commercial Bid Do not open with Technical Bid**". The two envelopes shall then be placed in third envelope, which shall also be appropriately sealed and marked as "**Bid for WLAN - 2014**".

In addition to the above, the inner envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

### **36 RESPONSIBILITY OF BIDDER**

If the outer envelope is not sealed and marked as required, ITPO will assume no responsibility for the Bid's misplacement or premature opening.

### **37 REJECTION OF BID**

The Bid Document shall be submitted in the form of printed document. Bids submitted by Telex, fax or email would not be entertained. Any condition put forth by the bidder not conforming to the bid requirements shall not be entertained at all and such bid shall be rejected.

### **38 LATE BIDS**

Any bid received by ITPO after the deadline for submission of bids prescribed by ITPO, will be summarily rejected and returned unopened to the Bidder. ITPO shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

### **39 OPENING OF TECHNICAL BIDS**

ITPO will open all Technical Bids as per schedule. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening/presentation being declared a holiday for ITPO the Bids shall be opened at the appointed time and location on the next working day.

### **40 ANNOUNCEMENT OF BIDS**

The Bidder's names, Bid modifications or withdrawals and the presence or absence of requisite bid security and such other details will be announced at the opening. No bid shall be rejected at bid opening, except for late bids.

### **41 BIDS NOT CONSIDERED FOR EVALUATION**

Bids those are rejected during the bid evaluation process shall not be considered for further evaluation, irrespective of the circumstances.

### **42 OPENING OF COMMERCIAL BIDS**

The name of Bidder, bid prices, total amount of each Bid, etc. shall be announced by the ITPO at the Commercial Bid opening. The date, time and venue of opening of commercial bid will be advised to the short listed bidders separately.

### **43 CLARIFICATION OF BIDS**

To assist in the evaluation, comparison and an examination of bids, ITPO may, at its sole discretion, ask the Bidder for a clarification of its bid including breakup of rates. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, ITPO reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

### **44 COMPLETENESS OF BIDS**

ITPO will examine the bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bid Documents are substantially responsive to the requirements of the Tender Document.

### **45 RECTIFICATION OF ERRORS**

Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between the rates in words and figures, the rate in words will govern. If the bidder does



not accept the correction of errors, his bid will be rejected and his EMD may be forfeited.

#### **46 REJECTION OF BID**

A bid that does not meet all pre-qualification criteria or is not responsive shall be rejected by ITPO and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation by the Bidder.

**47 SERVICE LEVEL AGREEMENT** – All the payments would be subject to the SLA prescribed. Please refer to ANNEX – 4.

#### **48 SCHEDULE & IMPORTANT INFORMATION**

Cost of tender document	Rs. 525/- (Five Hundred and Twenty Five Only) through demand/bank draft favoring ITPO (To be submitted in Envelope -1 along with tender document)
Earnest money deposit	Rs.10,000/- (Ten Thousand only) through demand/bank draft favoring ITPO (To be submitted in Envelope -1 along with tender document)
Last date for submission of sealed bids	25.9.2014 (3.00 pm)
Opening of Technical bids	25.9.2014 (3.30 pm)
Validity of Bid	180 days from the last date of submission of Bids.
Signing of Agreement	Within 10 days of Letter of Award (LOA)

Bids may be submitted to:-

Sr. Manager (System Development and Compliance Services Division)  
India Trade Promotion Organisation  
Gate No.-3, Pragati Bhawan,  
Pragati Maidan.  
New Delhi – 110001

System Development and Compliance Services Division

**India Trade Promotion Organisation**

(A Govt. of India Enterprise)  
Gate No. 3, Pragati Bhawan, Pragati Maidan  
New Delhi – 110001

**Tender No. ITPO/SD&CSD/WLAN/2014**

**Dated 5.9.2014**

**Sub : Installation of wireless Local Area Network (LAN) connectivity**

**TECHNICAL BID**

Name of the Company: \_\_\_\_\_

Mailing address (as per Eligibility criteria sr. no. 2): \_\_\_\_\_

Contact Executive \_\_\_\_\_  
(Name & designation)

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_

E-mail: \_\_\_\_\_ Website: \_\_\_\_\_

**1. Registration Number of the company** \_\_\_\_\_

**2. VAT No.** \_\_\_\_\_ **Service Tax No.** \_\_\_\_\_

PAN No. \_\_\_\_\_ TIN No. \_\_\_\_\_

**3. Details of EMD:**

DD No. \_\_\_\_\_ Date \_\_\_\_\_

Name of the bank \_\_\_\_\_ Amount \_\_\_\_\_

**4. Details of Cost of Tender Document**

DD No. \_\_\_\_\_ Date \_\_\_\_\_

Name of the bank \_\_\_\_\_ Amount \_\_\_\_\_

**5. Detail of work Experience -**

S. No.	Name of the organisation/Company for which wi-fi tower erected alongwith location of the tower
1	
2	

Note : Attach recent photographs of the towers.

**6. Details of Annual turnover (in Lakhs):**

S. No.	Average Annual Turnover during	Turnover ( in Rs.)
1	2013-14	

Note : this should be supported by Certificate issued by CA.

Date: \_\_\_\_\_

Seal of the company:

(Authorized Signature)

Name:

Designation:

\*\*\*\*\*

**India Trade Promotion Organisation**  
(A Govt. of India Enterprise)  
Gate No. 3, Pragati Bhawan, Pragati Maidan  
New Delhi – 110001

**Tender No. ITPO/SD&CSD/WLAN/2014**

**Dated 5.9.2014**

**Sub : Installation of wireless Local Area Network (LAN) connectivity**

**COMMERCIAL BID**

Name of the bidder: \_\_\_\_\_

Mailing address: \_\_\_\_\_  
\_\_\_\_\_

Contact Executive \_\_\_\_\_

(Name & designation)

Tel: \_\_\_\_\_ Mobile no. \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ Website \_\_\_\_\_

<b>S. No.</b>	<b>Description</b>	<b>Amount in Rs. (Excluding Tax) (Including maintenance for 3 years)</b>	<b>Type and % of Tax</b>	<b>Total Amount (Including Tax)</b>
1	<b>Cost of Installation of wireless Local Area Network (LAN) connectivity at Store division near gate no. 1 and CISF camp office near gate no. 5 of Pragati Maidan (after considering the buyback value) including maintenance.</b>			
Amount in words Rupees				

Note :- The bid evaluation would be upon the price which is exclusive of service tax. Service Tax, as applicable from time to time shall be paid extra. The bidder shall submit documentary evidence of depositing the service tax to authority.

**Date:** \_\_\_\_\_

(Authorized Signature)

**Seal of the company:**

**Name:**

**Designation:**

**ANNEX – 1**  
**Checklist**

<b>S. No.</b>	<b>Item</b>	<b>Y/N</b>	<b>Page No.</b>
1.	Bid Application on Letter Head		
2.	Duly Filled in Technical Bid		
3.	Duly filled in Commercial Bid		
4.	Signed copy of Tender Document		
5.	Certification of Incorporation/ MoA		
6.	Copy of ST/VAT/TIN		
7.	DD against EMD		
8.	DD against cost of Tender Document.		
9.	Copy of Work Orders		
10.	Audited copy of Balance Sheet alongwith CA's certificate		
12	Supporting document for EPF/ESIC Registration		



To,  
The Sr. Manager,  
System Development & Compliance Services  
India Trade Promotion Organisation  
Pragati Bhawan, Gate No.-3  
Pragati Maidan,  
New Delhi-110001

Dated -

**Tender No. ITPO/SD&CSD/WLAN/2014    Dated 5.9.2014**

**Sub : Installation of wireless Local Area Network (LAN) connectivity**

Dear Sir,

With reference to Tender No. ITPO/SD&CSD/WLAN/2014 dated....., we, hereby, authorize the following person as authorized signatory to carry out necessary bid formalities with ITPO with reference to this tender and authorize to sign the bid documents and contract / agreement with ITPO.

Name of Person \_\_\_\_\_

Designation \_\_\_\_\_

Contact No. (Mobile) \_\_\_\_\_

Thanking You,

Your's faithfully,

( \_\_\_\_\_ )  
Name \_\_\_\_\_

Designation \_\_\_\_\_

Contact No \_\_\_\_\_



### Service Level Agreement and penalties

The company shall be responsible to provide the service as per the SLA. The Service Level Agreement and penalty structure would be as follows: -

S. No.	Service	Parameter	Penalty
1	Maintenance of the tower	Closure of the complaint with in 24 hrs.	5% of annual maintenance cost + expenses incurred by ITPO for repair of the same.
2	Inspection reports	Monthly report	2% of annual maintenance cost.
3	Installation delay	Report of installation	2% of Total cost per week.

#### Duration of SLA

This Service level agreement would be valid for entire period of contract. This SLA may be reviewed and revised by ITPO, if required.

#### Breach of SLA

In case the Company does not meet the SLA, ITPO may treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case:-

1. Issuance of a show cause notice to the Company.
2. Company should reply to the notice within three working days.
3. If ITPO authorities are not satisfied with the reply, ITPO will initiate termination process.