

Tender Name: **“Provisioning of 100 mbps Internet Leased Line from 2 different ISPs for 3 years at Indian Aviation Academy, New Delhi”**



**Indian Aviation Academy**



**National Institute of Aviation Management & Research Society**

**A joint venture of AAI, BCAS & DGCA, Govt. of India**

IT Division  
Behind Indian Spinal Injuries Centre,  
Vasant Kunj, New Delhi 110 070

**TENDER DOCUMENT**

**Tender No.: IAA/IT/Prov\_ILL/2019-20**

**Name of work: “Provisioning of 100 mbps Internet Leased Line from 2 different ISPs for 3 years at Indian Aviation Academy, New Delhi”**

**CPP Portal Tender ID: 2019\_AAI\_30055\_1**

**Date: 4<sup>th</sup> November 2019**

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SECTION – 1

**NOTICE INVITING TENDER**

1. Indian Aviation Academy (NIAMAR Society) invites e-tenders from Licensed Class "A" Internet Service Providers for the "Provisioning of 100 mbps Internet Leased Line from 2 different ISPs for 3 years at Indian Aviation Academy, New Delhi" as per the Tender document.
2. Estimated cost of the purchase / work & the EMD are given below.

Sr. No.	Name of the Work	Estimated Cost (Exclusive of taxes and duties) (INR)	EMD Amount in DD/BG (INR)	COST OF TENDER (INR)
1	Provisioning of 100 mbps Internet Leased Line from 2 different ISPs for 3 years at Indian Aviation Academy, New Delhi CPP Portal Tender ID : 2019_AAI_30055_1	Rs 17,15,000/- (Rs Seventeen Lakhs Fifteen Thousand Only) For 1 Leased Line (1 Bidder) and Rs 34,30,000/- for 2 Leased Lines (2 Bidders)	Rs. 34,300/-	Rs. 1180/-

3. **Tender Fee & EMD:** The cost of tender & EMD shall be paid "offline" through Demand Draft issued by Nationalized / Scheduled Banks under RBI, having branch in India in a sealed envelope in favour of "Indian Aviation Academy (NIAMAR Society)" payable at New Delhi. The original Demand Draft should be posted /couriered /given in person to the concerned official, so as to reach latest by the last date of submission of the bid. Otherwise, bidder shall be responsible for non-submission of the same.
4. The Address for sending Tender Fee & EMD through post/courier shall be as below-

**Mr. Amit Mishra, Manager(IT)**  
**O/o Executive Director**  
**Indian Aviation Academy,**  
**Behind Indian Spinal Injuries Centre**  
**Vasant Kunj,**  
**New Delhi- 110070**

5. This tender is invited through the electronic tendering process and can be downloaded from the Central Public Procurement Portal with URL address <http://etenders.gov.in/eprocure/app> . A copy of the tender is also available on AAI website ([www.aai.aero](http://www.aai.aero)). Please note that the submission of the tender is only through the e-Procurement portal <http://etenders.gov.in> .The tenders will not be accepted in any other form. Further, it may be noted that tenders which are duly submitted on e-Procurement portal shall only be final and tenders just saved without submission / publish will not be available to the evaluation committee.

Bidders are requested to go through the e-Procurement portal for guidelines, procedures & system requirements. In case of any technical difficulty, bidders may contact on the following help desk numbers & email ids.

(Help Desk Services)

- Any Queries relating to the process of online bid submission or queries relating to CPP portal Technical Assistance, please call the Helpdesk, on following Telephone Numbers Tel: +91-120-4200462, +91-120-4001002, +91-8826246593. & Email Address: [support-eproc@nic.in](mailto:support-eproc@nic.in)
- Before submitting queries related to system, bidders are requested to follow the instructions given in e-procurement portal and get their computer system configured according to the recommended settings for the e-procurement portal.
- In order to facilitate the Vendors / Bidders, the AAI Help desk services shall be available on all working days (except Sunday) between 0800-2000 hours and shall assist users related to the use of the CPP e-Procurement portal. The below mentioned help desk numbers are intended only for queries related to the ease of use on e-procurement portal. However, AAI shall not be responsible for any reason to bidders for not submitting the bids in the e-procurement portal.
- For any technical assistance with regard to the functioning of the portal, the bidders as well as AAI users may contact according to the escalation matrix as mentioned below:

SL. No.	Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	Timings*
1.	Help Desk Team	Instant Support	<a href="mailto:eprochelp@aai.aero">eprochelp@aai.aero</a>	<b>011-24632950</b> <b>Ext. 3512</b> <b>(Six Lines)</b>	0800-2000 Hrs. (MON - SAT)
2.	Mr. Sanjeev Kumar Manager(IT)	After 4 Hours of Issue	<a href="mailto:etendersupport@aai.aero">etendersupport@aai.aero</a>	011-24632950, Ext-3523	0930-1730 Hrs. (MON-FRI)
3.	General Manager(IT)	After 03 Days	<a href="mailto:gmitchg@aai.aero">gmitchg@aai.aero</a>	011-24657900	0930-1730 Hrs. (MON-FRI)

- For queries related to the tender published on the portal, bidders are advised to send clarifications (if any) through e-procurement portal only.
- Bid Manager Details are as below-  
**Mr. Amit Mishra, Manager (IT)**  
[amitmishra@aai.aero](mailto:amitmishra@aai.aero) 011-26134359/58 (Ext. 212)
- The AAI Help Desk services shall remain closed on Sundays & all Government Gazetted Holidays**

6. The critical dates for this tender are as given below.

Sl. No.	Activity	Up to Date & Time (IST)
1	Publishing Date & Time	<b>04-Nov-2019 11:00 AM</b>
2	Document download / sale start Date & Time	<b>04-Nov-2019 11:05 AM</b>
3	Seek clarification Start Date & Time	<b>04-Nov-2019 11:10 AM</b>
4	Seek Clarification End Date	<b>11-Nov-2019 11:00 AM</b>
5	IAA Response to bidders' queries'	<b>12-Nov-2019 11:00 AM</b>
6	Bid Submission Start Date & Time	<b>04-Nov-2019 12:00 PM</b>

7	Bid Submission Closing Date & Time	<b>25-Nov-2019 11:00 AM</b>
8	Bid Opening Date & Time	<b>26-Nov-2019 12:00 PM</b>
9	Opening of Financial Bid	<b>Shall be Intimated later</b>

7. IAA may at its discretion, extend/change the schedule of any activity by issuing an addendum/corrigendum on the e-procurement portal <http://etenders.gov.in/e procure/app>. In such cases, all rights and obligations of IAA and the Bidders previously subject to the original schedule will thereafter be subject to the schedule as extended/changed.
8. Worksite for the project will be Indian Aviation Academy, Behind Indian Spinal Injuries Centre, Nangal Dewat Road, Vasant Kunj, New Delhi - 110070.

**Executive Director , IAA**

Issued On:

SECTION - II

**INSTRUCTIONS TO BIDDERS**

**A. INTRODUCTION**

**1. DEFINITIONS**

- 1.1** "IAA / The Buyer" means the Indian Aviation Academy (NIAMAR Society).
- 1.2** "The Bidder / Vendor" means the individual or firm who participates in this tender and submits its bid.
- 1.3** "Project Manager IAA" means the IAA executive responsible for signing all documents from IAA side and shall coordinate all the activities of the project with the bidder / contractor.
- 1.4** "The Supplier / Contractor" means the individual or firm taking up the work as defined under the Notice Inviting Tender.
- 1.5** "The Works Order" means the order placed for the supply, installation, testing & commissioning of systems / works by the Buyer on the Contractor signed by the Buyer including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.6** "The Purchase Order / Supply Order" means the order placed for the supply of items by the Buyer on the Supplier signed by the Buyer including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.7** "The Contract" means the agreement signed between the Buyer and the Contractor as per the terms and conditions contained in the Works Order / Purchase Order.
- 1.8** "The Contract Price" means the price payable to the Contractor under the Works Order / Purchase Order for the full and proper performance of its contractual obligations.
- 1.9** "Non-responsive Bid" means a bid, which is not submitted as per the instructions to the bidders or Earnest Money Deposit has not been attached, or the required data has not been provided with the Bid or intentional errors have been committed in the Bid.
- 1.10** "CPP Portal" means, the Central Public Procurement Portal specified throughout this document is the online system for Bidders to submit their Tender packages.
- 1.11** "EMD" refers to the Earnest Money Deposit to be submitted by the bidder.
- 1.12** "CPE" refers to Customer Premises Equipment in context of the ILL solution.

- 1.13 "CCA India" refers to the Controller of Certifying Authorities (CCA), Ministry of Electronics & Information Technology, Government of India.
- 1.14 "MAF" refers to Manufacturer's Authorization Form (MAF).
- 1.15 "PQQ" refers to Pre-Qualification Questionnaire.
- 1.16 "BOQ" refers to Bill of Quantity.
- 1.17 "NIT" refers to Notice Inviting Tender.
- 1.18 "OEM" refers to the Original Equipment Manufacturer.
- 1.19 "SAT" refers to Site Acceptance Test.
2. **Registration at CPPP:**
- 2.1 The Bidders are required to enroll on the e-procurement module of the Central Public Procurement Portal (URL: <http://etenders.gov.in/eprocure/app>). Registration is free of charge.
- 2.2 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class-II or Class-III certificates with signing key usage) issued by any certifying Agency recognized by CCA India.
3. **The bidder shall submit the documents comprising the bid, in 2 packets available online on CPP Portal and 1 envelope offline as given below.**
- 3.1 **Offline envelope submission: Offline Tender Fee and EMD submission**
- 3.1.1 **Tender Fee:** The cost of non-refundable (refundable for valid NSIC registered bidders as per Gol rules; For details refer clause 20 of section-IV) tender fee of value as given in Section-I of the Tender (Notice Inviting Tender) shall be paid "**Offline**" through Demand Draft in favour of "**Indian Aviation Academy (NIAMAR Society)**" payable at New Delhi issued by a Nationalized / Scheduled Bank under RBI, having branch in India in a sealed envelope.
- 3.1.2 NSIC registered bidders shall upload copy of valid NSIC Registration Certificate as per Gol rules for the purpose of verifying their claim for exemption from Tender fee in Packet-1. For details refer clause 20 of section-IV.
- 3.1.3 Tenders not accompanied by the requisite Tender Fee or valid proof as per Gol of exemption from Tender Fee, shall be rejected.
- 3.1.4 **Earnest Money Deposit:** EMD of value as given in Section-I of the Tender (Notice Inviting Tenders) shall be submitted "**Offline**" as below: -
- 3.1.4.1 EMD of the value as given in Section-I of the Tender (Notice Inviting Tender) shall be accepted either in the form of **DD** from a Nationalized/Scheduled Bank. Demand Draft should be in favour of "**Indian Aviation Academy (NIAMAR Society)**" payable at New Delhi. Bank Guarantee

Performa is mentioned in [Annexure-II](#). The EMD in original in a sealed envelope should be posted/couriered or delivered in person to the concerned official, so as to reach latest by the last date and time of the bid submission.

**3.1.4.2** NSIC registered bidders shall upload copy of valid NSIC Registration Certificate as per Gol rules for the purpose of verifying their claim for exemption from EMD in Tender fee Pack-1. For details, refer clause 20 of section-IV.

**3.1.4.3** Tenders not accompanied by the requisite EMD or valid proof as per Gol of exemption from EMD, shall be rejected.

**3.1.4.4** Details regarding EMD payment/Refund/forfeit may be seen in Section – III.

**3.2 Packet-1: (Technical Bid) It shall consist of the following documents: -**

(Bidders shall upload the required documents in **JPEG/PDF** in readable form under **specific .RAR Files in English Language** at e-procurement portal as mentioned in bid documents)

**3.2.1 Tender Fee and EMD**

**3.2.1.1** Scanned copy of Tender Fee and EMD DD or valid NSIC Registration Certificate as per Gol rules for the purpose of verifying their claim for exemption from EMD and Tender fee.

**3.2.2 GST No./TIN and PAN.**

**3.2.2.1** The bidder should have valid PAN & GST/TIN registration etc. in India or any regulatory requirement in this region.

**3.2.3 Proof of execution of works:** Vendor should have successfully completed similar services with

**3.2.3.1** One (01) Work Order of value equal to 80% or more of the estimated cost (or 01 work order of 80 mbps (or more) each on fibre ring topology)

**OR**

**3.2.3.2** Two (02) separate Works Orders, each for a value equal to or more than 50% of the estimated cost (or 02 separate work orders of 50 mbps (or more) each on fibre ring topology)

**OR**

**3.2.3.3** Three (03) separate Work Orders, each for a value equal to or more than 40% of the estimated cost (03 separate work orders of 40 mbps (or more) each on fibre ring topology) in last 7 years, for Government Departments or Public Undertakings or Private sectors (with in India). Similar services mean "Providing Internet Leased Line service" as per sub-clause B(i) under clause 3.2.15 below.

**3.2.4 Proof of satisfactory service:** Bidder shall submit performance certificate in respect of the experience of works claimed by bidder against execution of works (Para 3.2.3) above. Certification of satisfaction with complete detail of work carried out shall be submitted. Further, completion certificates should be issued by the Customer. In case of work experience of Private Sector, bidder has to additionally submit TDS certificate issued by the Customer in support of payment received and execution of work.



- 3.2.5** A letter from the bidder containing details of customer of works claimed for experience including postal address, official Phone Number, Email Address and URL (if any).
- 3.2.6** **A list of clients served** (with contact address) shall also be attached.
- 3.2.7** **Articles of Memorandum of Association or Partnership Deed or Proprietorship Deed** as the case may be.
- 3.2.8** **Average Annualized Financial Turnover:** Vendor should have annualized average financial turnover of at least **Rs. 5,14,500/- (Rupees Five Lakhs Fourteen Thousand Five Hundred Only)** or equivalent during last 3 years ending 31st March of previous financial year. As a proof of financial turn over, copy of abridged Balance Sheet along with profit & loss account of the bidder for the last three years should be submitted.
- 3.2.9** **Unconditional Acceptance Letter:** Acceptance of all tender conditions in the format enclosed as [Annexure-I](#) of the tender document.
- 3.2.10** **Power of Attorney: Power of Attorney (Stamp of Rupees 100/-)** authorizing the designated executive to sign all documents on behalf of the company or Firm, if the bid is not signed by the Director of the Company or Partner / Proprietor of the Firm.
- 3.2.11** Proforma for Undertaking as per [Annexure -X](#).
- 3.2.12** **Non-Disclosure Agreement:** Bidder shall submit Non-Disclosure Agreement as per [Annexure-XIII](#) of this tender document.
- 3.2.13** The Bidder must be **Class-A ISP license** holder from DoT, Government of India. License should be valid for the full contract period.
- 3.2.14** Bidder must have **Helpdesk 24 x 7** for registration of complaints and should have a contact number, email and online complaint registration system.
- 3.2.15** Bidder must have **24 x7 operational NOC** for online/ telephonic resolution of issues related to this work.
- 3.2.16** The Bidder shall have **own access network for providing last mile (local loop)**.
- 3.2.17** Bidder shall have **their own (at least 1) International Internet Gateways & (at least 1) Cable Landing Stations (CLS) and connectivity to at least 1 another International Internet Gateway and Cable landing station**. The gateways shall be peered with international peering points through different OFC in two different directions -- Trans-Atlantic & Trans- Pacific.
- 3.2.18** Details of the Vendor Firm/Company: Format enclosed as [Annexure-VIII](#) of the tender document.

**List of documents to be attached with the Technical Eligibility Bid (Technical Folder)–**

**Bidder, please note the name of e-File corresponding to the Documents**

<b>S. No.</b>	<b>Pre-Qualification Bid e-Documents (PDF)</b>	<b>e-File: Named As</b>
<b>A</b>	<b>RAR File 1</b>	
i	Scanned copy of EMD and Tender fee DD or valid NSIC registration certificate as per Gol rules	EMD_TenderFee
ii	GST No./ PAN /TIN	TIN/GST–Name of Firm/Company
iii	Articles of Memorandum of Association or Partnership Deed or Proprietorship Deed.	MoA or Firm Deed
iv	Audited Balance Sheet during last three years	ABS-2019, ABS-2018 & ABS-2017
<b>B</b>	<b>RAR File 2</b>	
i	Proof of Experience of Works claimed. (PO/Work Order issued by the customer)	Single work order of 80 mbps ILL on fibre ring topology. Or Two work order of 50 mbps ILL on fibre ring topology. Or Three work order of 40 mbps on fibre ring topology. Or Single work order of value equal or more than <b>Rs. 13.72 Lakhs.</b> Or Two work order of value equal or more than <b>Rs. 8.575 Lakhs.</b> Or Three work order of value equal or more than <b>Rs. 6.86 Lakhs.</b>
ii	Proof of completion (Completion Certificate issued by the customer) with complete details of works claimed.	Completion certificate of above work as mentioned in S. No. B (i)
iii	A letter of bidder having details of customer of works claimed for experience including postal address, official Phone Number, Email Address and URL (if any).	PO-Customer–Details
iv	List of client references with contact details including Email Ids.	Client List
v	Class "A" ISP license issued by DOT, Gol	Copy of License valid from start till end of contract period.
vi	Proof of ownership of at least one International Internet Gateway and Cable	Copies of connectivity diagram and Interconnect agreement. (a redacted

	Landing Station and connectivity to at least 1 more separate International Internet Gateways & Cable Landing Stations (CLS)	version of the document with enough information to show that you either own at least 1 CLS/IIG and have an agreement with at least 1 more gateways.)
C	<b>RAR File 3</b>	
i	Letter of Unconditional Acceptance of terms & conditions of tender as per as <a href="#">Annexure-I</a>	Acceptance Letter
ii	Details of the Vendor Firm/Company: Format enclosed as <a href="#">Annexure-VIII</a> of the tender document	Vendor Details
iii	Proforma for Undertaking ( <a href="#">Annexure –X</a> )	Undertaking
iv	Power of Attorney (In case Signatory is other than Director of a Company or Proprietor/Partner of the Firm) as per <a href="#">Annexure-XI</a>	PoA
v	Non-Disclosure Agreement as per <a href="#">Annexure-XIII</a>	Non-Disclosure

**3.3 Packet 2: - Documents to be attached with the Financial Bid –**

**3.3.1** Financial Bid form (Excel File) to be filled as per BOQ/Format given in [Schedule-B](#).

**3.3.2** Submit their financial bids in the format provided with the bid document and no other format is acceptable.

**4. COST OF BIDDING:**

**4.1** The Bidder shall bear all costs associated with the preparation and submission of the bid. The Buyer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**B. THE TENDER DOCUMENTS:**

**5. TENDER DOCUMENTS**

5.1 The required materials, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include-

S.No.	Item	Description
I.	Section – I	(Notice Inviting Tender)
II.	Section – II	(Instructions to Bidders)
III.	Section – III	General Terms & Conditions of the Contract)
IV.	Section – IV	(Special Conditions of the Contract)
V.	<a href="#">Annexure – I</a>	(Acceptance Letter)
VI.	<a href="#">Annexure – II</a>	(Proforma Bank Guarantee)
XI.	<a href="#">Annexure – V</a>	(Format for intimation of force Majeure)
XII.	<a href="#">Annexure – VI</a>	(Application for extension of time)

XIII.	<a href="#">Annexure – VIII</a>	(Details of Vendor Firm)
XIV.	<a href="#">Annexure – X</a>	(Proforma for Undertaking)
XVI.	<a href="#">Annexure – XI</a>	(Power of Attorney)
XVII.	<a href="#">Annexure – XIII</a>	Non-Disclosure Agreement
XIX.	<a href="#">Schedule – A</a>	(Addendum to the Tender document)
XX.	<a href="#">Schedule – B</a>	(Price Schedule)

5.2 **The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents.** Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

#### 6. Clarifications of Tender Documents:

6.1 A bidder may request clarification regarding the Tender document by submitting his clarification requests to IAA on e-procurement portal only as per format given below:

Name of the Bidder						
Sl. No.	Document	Section No.	Clause No.	Page No.	Existing Clause	Clarification Sought

6.2 IAA shall respond to Clarification Request till the Date of Response queries as specified in the schedule as indicated in the table in Section-I Clause 6 of this document, unless the Date is extended by IAA. Any request received through any other means, except e-procurement portal shall not be entertained.

6.3 IAA shall not entertain any post-closing date clarifications or confirmation of compliance.

6.4 Response to Clarification requests shall be uploaded at CPP e-procurement portal through corrigendums/amendments/addendums.

#### 7. AMENDMENTS TO BID DOCUMENTS

7.1 At any time, prior to the date of submission of bids, IAA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

7.2 The amendments shall be communicated to all prospective bidders as corrigendum/addendum/clarification on the e-procurement portal and these amendments will be binding on them. All bidders should visit the CPP portal on regular basis.

7.3 These corrigendums/addendums/clarifications shall be considered as part of the Tender package.

**C. PREPARATION OF BIDS:**

**8. DOCUMENTS COMPRISING THE BID:**

- 8.1 Bidder should consider corrigendum/s (if any) published on the tender document for preparation of bid.
- 8.2 The bid prepared by the bidder shall be in Two packets plus 1 offline envelope to be submitted as per **Para D** of this Section. Each packet to contain the following documents respectively:

8.2.1 **Tender Fee & EMD (Offline submission): for "Name of the work as given in [Schedule-A Sr. No. 1](#)" consisting of the following documents.**

8.2.1.1 Tender Fee & EMD in accordance with clause 3 of section-II.

8.2.2 **Technical Bid (Packet-1): for "Name of the work as given in [Schedule-A Sr. No. 1](#)" consisting of the following documents.**

8.2.2.1 All the relevant documents as asked for Technical Bid of the tender, in accordance with clause 3.2 of section-II.

8.3 **Financial Bid (Packet-2): for provision of "Name of the work as given in [Schedule-A Sr. No. 1](#)" consisting of the following documents and filled online as per clause 9.**

8.3.1 Financial Bid Form (**Excel File**) to be filled as per BoQ/ format given in [Schedule - B](#).

8.3.2 Bidders are requested to note that they should necessarily submit their financial bids in the provided format and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

8.3.3 The bidder shall quote the rates in English language and international numerals.

8.3.4 Only one Financial Bid shall be submitted by the bidder.

**9. BID PRICES:**

9.1 The bidder shall fill the price schedule as follows:

9.1.1 The bidder shall download the BOQ file (.xls file) and shall upload the duly filled file with the financial bid. It may be noted that only duly submitted bids shall be evaluated and bids merely saved but not submitted the Financial Bid shall not be part of the evaluation process.

9.1.2 The price bid of the tender document is for pricing only. Conditional price bid shall be liable to rejection. Price quoted shall be firm and fixed and subject to no escalation, whatsoever, till the validity period of the tender, including extension if any.

- 9.1.3 The bidder shall include GST and any other Tax etc., in the Unit Rate on on-line Financial Bid Form. Rate of current prevailing GST will be applicable.
- 9.1.4 The Unit rate shall be inclusive of packing & forwarding charges if any.
- 9.1.5 The Unit Rate (Exclusive of all taxes) shall be used for calculating the total amount in the Financial Bid.
- 9.1.6 In the event of any ambiguity, the Unit Rate given in the Financial Bid shall be taken as the correct basis for calculating all other data. In the event of any Errors or Ambiguity in Unit Rates, the Financial Bid of the bidder shall be rejected.
- 9.1.7 The prices quoted by the bidder shall remain firm on the date of submission of the Bid and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and shall be rejected.
- 9.1.8 IAA will have no liability or benefit from any exchange rate fluctuations. The vendor shall bear all liability or receive all benefit from such fluctuations.
- 9.1.9 **The rates of statutory taxes shall be uploaded on to the e-procurement portal along with the financial bid or otherwise no claim will be entertained towards, decrease or increase in statutory taxes.**
- 9.2 The bidder shall quote only one price for each item of same specification against the nomenclature shown in Financial Bid.
- 9.3 The bidder shall quote as per price schedule given in Financial Bid for all the items.
- 9.4 Each Bidder should submit only one product for each item. Offering products of more than one brand or multiple models of the same brand against one item shall make the technical / financial bid of the bidder invalid and such offers shall be rejected at the technical / financial stage wherever such defaults are noticed.
- 9.5 Post-offer discount, if any, offered by the bidders shall not be considered. Bidders planning to offer discount shall therefore modify their offers suitably while quoting and shall clearly quote the Net Price considering discount, free supply etc. However, such discounts from the firm declared as L1 on the basis of post-bid negotiations, if any, shall be considered and such negotiated offers when agreed to by IAA & the bidder shall form a part of the financial Bid.
- 9.6 **Price bid file or any other document containing financial terms/prices shall not be submitted in any other packet other than financial bid packet of the e-procurement portal or in hard copy to IAA in any case.**

**10. DOCUMENTS ESTABLISHING ITEMS CONFORMITY TO BID DOCUMENTS:**

10.1 Pursuant to **Clause 8**, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid document of all Items and services, which he proposes to supply under the Contract. Submission shall be as follows:

10.1.1 The documentary evidence of the Items and services in conformity to the Bid Documents shall be in the form of literature, drawings and data that the Bidder shall furnish. These shall be attached as Annexure to the Compliance Statement as per **Clause 10.1.2 below**.

10.1.2 Compliance Statement in [Annexure-VII](#) shall be in the format given below. Compliance Statement shall be one of the **two statements viz. "Complied or "Not complied"**. No other remark or comment will be accepted.

S. No	Specifications	Complied/Not Complied

10.1.3 Bidder must attach required technical brochures/literatures/data sheets for all the compliance asked in the tender to ensure that compliance to all the specifications given in the tender document can be verified. Non-availability of specifications (as mentioned in the tender document) in the brochure/literature will be treated as non-compliance and no clarifications shall be asked in this regard. If bidder fails to submit the required brochures/literatures along with the tender document, it shall be treated as non-compliance and may lead to outright rejection of bid submitted by bidder.

10.1.4 Each specification sought shall be marked or highlighted in the attached brochures / literatures / data sheets. The brochures / literatures / data sheets shall be superscripted with the Item Number and shall be arranged sequentially. The supporting documents shall carry all the required specifications and the same shall be marked.

10.1.5 The compliance statement submitted as per clause 10.1.2 shall be duly supported by technical literature, equipment brochures & other related reports / documents from the respective authorities. The compliance statement not supported by the documentary evidence shall not be considered. Such bids shall be considered as non-responsive and may result in rejection on technical grounds.

10.1.6 IAA may ask the document/license issuing authorities for the verification of specifications and other documents.

10.1.7 The product/configuration offered by the bidder must be standard and proven to be already available in the market. Bidder shall submit a list of clients/locations where similar product/configuration is available. IAA, if so desires, may visit these locations to verify that all the specifications and operational requirements are met as mentioned in the tender document. Any non-compliance observed during such visits shall lead to rejection of the bid.

## 11. PERIOD OF VALIDITY OF TENDER (BID)

- 11.1 The offered Bid shall remain valid for a minimum of **180** days from the date of opening of the technical bid. The bidder shall not be entitled to revoke or cancel the offer or to vary any term thereof, during the said period of validity without the consent in writing of IAA. In case of the bidder revoking or cancelling the offer or varying any term in regard thereof, the bidder's earnest money deposit shall be forfeited.
- 11.2 If there is any delay in finalization due to unforeseen factors, all the bidders shall be asked to extend the validity for an appropriate period, as per the date specified by which the tender is expected to be finalized. However, the tender process shall not be vitiated if any bidder declines to extend the offer as requested for.

**12. FORMATS AND SIGNING OF BID:**

- 12.1 The e-Bid shall be digitally signed by the bidder at e-procurement portal duly authorized to bind the bidder to the contract. Written power-of-attorney accompanying the bid shall indicate the letter of authorization. The person or persons signing the e-bid shall sign the bid, except for the printed literature. The e-bid submitted shall be in properly readable form and encrypted as per the e-tendering portal requirements. Standard Printed terms and conditions of the company other than the NIT conditions shall not be considered.

**D. SUBMISSION OF BID DOCUMENTS:**

**13. SEALING AND MARKING OF BIDS:**

- 13.1 The bidders shall digitally sign their bid and upload the bid online at the CPPP (e-procurement portal) only.
- 13.2 If all the documents are not digitally signed & encrypted, IAA shall not accept such open bids for evaluation purpose and treated as non-responsive. Such bid shall be liable to be rejected.
- 13.3 The e-procurement portal shall not allow the submission of bid without digital signature.

**14. SUBMISSION OF BIDS:**

- 14.1 The buyer shall receive the bids online through the e-procurement portal only, not later than the schedule date specified in the NIT. Bidder should submit the bid well in advance to avoid any last-minute issue in submission of bids. The e-procurement portal shall not allow bidder to submit their bid after the scheduled Closing date and time.
- 14.2 IAA may, at its discretion, extend this deadline for the submission of the bids by amending the bid documents in accordance with Clause 7 in which case, all rights and obligations of the Buyer and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 14.3 The bidder shall submit his bid offer online at the e-procurement portal only. Only the Digitally signed tender document downloaded from e-procurement portal shall be considered. No separate



documents shall be valid. Only relevant attachments, if any other than the tender document, shall be listed out for reference.

- 14.4 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and date & time of submission of the bid with all relevant details. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid.

**15. LATE BIDS:**

- 15.1 E-procurement portal system shall not permit uploading of bids after the scheduled date & time of submission.

**16. CORRECTIONS / MODIFICATIONS AND WITHDRAWAL OF BIDS:**

- 16.1 The bidder may correct/modify his digitally signed bid after submission prior to the deadline, through provisions of e-procurement portal.
- 16.2 No bid shall be modified subsequent to the deadline for submission of bids.

**E BID OPENING AND EVALUATION:**

**17. OPENING OF BIDS:**

**17.1 Tender Fee and Technical Bid (Offline submission and Packet-1):**

- 17.1.1 The Buyer shall open Bids online through the e-procurement portal as per schedule or as per intimation of Bid Opening Date & Time to bidders. Bid opening shall be two times. First time, Two Packets (Offline submission and Packet-1) shall be opened simultaneously and documents may be downloaded these packets and Second time, only financial bid shall be opened. Bidders or their authorized representatives who choose to attend on the opening date and time may do so if desired. The bidder shall submit authority letter to this effect before they are allowed to participate in bid opening.

- 17.1.2 Representative whose bid is not submitted / rejected cannot attend the tender opening.

- 17.2 **Financial Bid (Packet-2):** Financial bids shall be opened for technically qualified bidders only as per schedule or as per intimation of bid opening date & time to bidders. Time and date of opening shall be notified through system generated email.

- 17.2.1 Maximum of two well-informed representatives of each eligible bidder shall only be allowed to attend the opening of the bids. Representative whose bid is not submitted or rejected due to any reason at any stage, cannot attend the tender opening.

**18. CLARIFICATION / CONFIRMATION OF COMPLIANCE OF BIDS**

- 18.1 The general eligibility criteria shall be evaluated during preliminary stage and the vendors who have not submitted requisite documents shall be asked through CPP e-procurement portal or by email to substantiate their claims with documentary evidence before a given date failing which their bids shall not be considered further for detailed evaluation.
- 18.2 There is only one-time provision to ask shortfall documents through CPP e-procurement portal. Bidders are responsible to submit the all requisite shortfall documents in the given only chance, till the stipulated time. No extension in deadline for submitting shortfall documents has been provisioned in CPP e-procurement portal.
- 18.3 It may be noted that enquires / clarifications shall be responded only through CPP e-procurement Portal. All such queries shall be entertained which are received on or before last date/time for submission of queries. IAA response will be uploaded through e-procurement portal. Written responses, through email, verbal, telephonic enquiry or enquiry received after last date of submission of queries shall not be entertained during or post tender process.

## **19. EVALUATIONS AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:**

### **19.1 Technical Bid Evaluation:**

- 19.1.1 The Technical criteria shall be evaluated after opening of bids. Clarifications if any shall be asked from bidders as per para 18.1, 18.2. Bids meeting Technical criteria shall only be considered for financial bid opening.
- 19.1.2 The Technical requirements shall be verified against the manuals / technical literature submitted by the vendors. The vendors may be asked to substantiate their compliance submitted in the tender by suitable documentation from OEM wherever the same is lacking. The Technical evaluators on their own may download the information from the websites of the OEM(s) to verify the claims of the vendors. The technical Bids of the vendors who fail to substantiate their claim on meeting the technical requirements even after the above process shall be rejected.
- 19.1.3 IAA may seek performance report on a vendor for other clients whose references are given in the bid. An adverse report from a client shall make the vendor technically unfit leading to his rejection. The process of seeking performance report shall be kept confidential so that the vendor is not able to influence the process.
- 19.1.4 **At no cost to IAA, as a part of Technical Evaluation, the bidder participating in this tender may be required to demonstrate (any or all) operational and technical requirements or specifications, at a location considered fit by the IAA.**
- 19.1.5 A short-list of bidders qualifying technically shall be drawn and thereafter these short-listed bids shall be treated at par for the purpose of financial comparison.

### **19.2 Financial Bid Evaluation:**

- 19.2.1 Financial Bids of those bidders who qualify technically shall be opened electronically at CPP eprocurement portal on-line. Time and date of opening shall be notified through system generated email. The bidder shall issue authority letters to their representatives to attend the opening of financial bids if desired to be present at IAA premise.
- 19.2.2 Status of bidders L1, L2, L3 shall be based on the total price arrived after opening of Financial Bid.
- 19.2.3 For award of this contract to two different ISPs, this method will be used:
- 19.2.3.1 After arriving at the L1 price, IAA will offer the L2 bidder to match the price quoted by L1 to offer the same service under same terms and conditions.
- 19.2.3.2 If L2 refuses to accept this offer, L3 will be offered to match the price quoted by L1 to offer the same service under same terms and conditions.
- 19.2.3.3 And so on.
- 19.2.4 The Bidder's names, bid prices, modifications, bid withdrawals and such other details as the Buyer, at its discretion, may consider appropriate; will be announced at the opening.

**20. CONTACTING THE BUYER:**

- 20.1 Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing are liable for rejection. Such rejected tenders will not be returned.
- 20.2 No bidder shall try to influence directly or through external source, the Buyer on any matter relating to its bid, from the time of publication of NIT till the time the contract is awarded.
- 20.3 Any effort by a bidder to influence the Buyer in the bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid, and such actions will be considered as bad performance for future Projects.

**21. AWARD OF CONTRACT:**

- 21.1 The acceptance of the tender will be intimated to the successful bidder by IAA, either by fax or by letter, e-mail, e-portal.
- 21.2 IAA shall be the sole judge in the matter of award of contract and decision of IAA shall be final and binding.

**22. RIGHT TO ACCEPT OR REJECT THE TENDERS:**

- 22.1 The right to accept the tender in full or in part/parts will rest with IAA. However, IAA does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever.
- 22.2 Tenders not accompanied with prescribed information or are incomplete in any respect, and/or not meeting prescribed conditions, shall be considered non-responsive and are liable to be rejected.

- 22.3 The Buyer reserves the right to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Buyer's action.
- 22.4 The documentation submitted by bidder shall not be returned unless the bidder explicitly states this request at the time of submission of the tender. IAA also reserves the right at its sole discretion not to award any order under the tender called. IAA shall not pay any costs incurred in the preparation and submission of any tender.
- 22.5 If the bidder gives wrong information in his Tender, IAA reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and forfeit the Earnest Money.
- 22.6 **Tenders that are not accompanied with Earnest Money Deposit (EMD) shall be rejected outright.**
- 22.7 Should a bidder have a relation or relations employed in IAA in the capacity of an officer or the authority inviting tender, the same shall be informed by the bidder. In the event of failure to inform and in a situation where it is established that the relation or relations employed in IAA has / have tried to influence the tender proceedings then IAA at its sole discretion may reject the tender or cancel the contract and forfeit the Earnest Money.
- 22.8 The requirements indicated in this NIT are the minimum and bids of the firms not complying with these minimum requirements or having deviations equivalent to the minimum requirements shall be rejected. However, higher than the minimum requirements shall be technically acceptable without any additional financial implication.
- 22.9 Any correspondence after the opening of the technical bid, from the bidder, regarding the bid unless specifically sought by IAA shall not be considered. Such post bid offers / clarifications may be liable for action as per clause 20 above.
- 23. ISSUE OF WORKS ORDER:**
- 23.1 The acceptance of the tender will be intimated to the successful bidder by IAA, either by fax or by letter, email, e-portal.
- 23.2 The issue of a Works Order / Purchase Order shall constitute the intention of Buyer to enter into the contract with the bidder.
- 23.3 Acceptance of the Works order / Purchase Order will be deemed as effective from the date of issue of Works Order / Purchase Order. All formalities of submission of the Contract Performance Bank Guarantee in pursuant to clause 6 of section-III of NIT in the format attached [Annexure – II](#) and signing of the contract shall be completed within 15 days of the Work Order.
- 23.4 IAA shall be the sole judge in the matter of award of contract and decision of IAA shall be final and binding.

**24. SIGNING OF CONTRACT:**

24.1 The issue of Works Order / Purchase Order shall constitute the award of contract on the bidder. The signing of the Contract shall be completed within 15 days of the acceptance of the Works Order / Purchase Order.

**25. ANNULMENT OF AWARD:**

25.1 Failure of the successful bidder to comply with the requirement of Clause 22 shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event the Buyer may make the award to any other bidder at his discretion or call for new bids.

**26. QUALITY ASSURANCE REQUIREMENTS:**

26.1 The supplier shall submit copies of Valid Certificates to ensure that all works comply with standards specified in the QRs.

**27. TRANSFER OF TENDER DOCUMENT:**

27.1 Transfer of Tender Documents by one bidder to another is not permissible. Similarly transfer of tenders submitted by one bidder in the name of another bidder is not permissible.

**28. CONTRACT MONITORING:**

28.1 The buyer shall hold regular contract monitoring meetings after the award of the contract to monitor the performance of the contract.

28.2 First such meeting shall be held within one week of award of the contract. The date and time of such meeting shall be intimated to the contractor / supplier by fax. /e-mail/ post. The date and time of subsequent meetings shall be decided and recorded in previous meetings.

28.3 The proceedings of each meeting shall be recorded and action as required towards successful completion of the project shall be initiated promptly by both IAA and the contractor. Project review meetings shall be with reference to mile stones and contract performance analysis.

28.4 Buyer shall communicate the readiness of the site(s) as per format as & when the buyer is ready with the installation plans.

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SECTION - III

**GENERAL TERMS & CONDITIONS OF THE CONTRACT**

**1. Purpose & Scope**

- 1.1 This document sets out the terms & conditions to be met in connection with the provision of "Name of the work as given in [Schedule-A Sr. No. 1](#)" to IAA for the work as per details given in the notice inviting Tender with specifications in [Annexure-VII](#).
- 1.2 This tender document includes details like quantity, delivery, installation, commissioning (including Operating system & other software for the items as tendered for) & support services for maintenance, etc.
- 1.3 The hardware & software supplied against this tender must include all the modules, sub modules and items required for installation, smooth performance and crash recovery of the software such as installation kit, CDs, Software Manuals, hardware sub-systems etc.

**2. Compliance:**

- 2.1 The unconditional acceptance of all the terms & conditions of the NIT has to be submitted through a letter. The format of the letter is attached at [Annexure-I](#).
- 2.2 The submission of the tender will imply acceptance of all the tender conditions by the bidder laid in tender document including all the Annexure(s) & schedules to the tender document.
- 2.3 The compliance to the terms & conditions should be supported by authenticated documentation wherever required.
- 2.4 Each page of the Bid and cuttings / corrections shall be duly signed with stamp by the bidder. (Not applicable for E-Tender)
- 2.5 The submission of **unconditional** acceptance of the terms & conditions of the NIT, as described above is essential for the tender evaluation. The failure to submit the unconditional acceptance statement in the said format shall result in the bid being rejected.

**3. Language and Currency:**

- 3.1 The bidder shall quote the rates in English language and international numerals. The rates shall be in whole numbers. The rates shall be written in both figures as well as in words. In case of disparity in figures & words, the rate in words will be considered final. In the event of the work order being awarded, the language of all services, manuals, instructions, technical documentation etc. provided for under this contract will be in English. The bidders should quote only in Indian Rupees and the bids in currencies other than Indian rupees shall not be accepted.

**4. Standard Conditions.**

- 4.1 Standard printed conditions of the bidder to the offer, other than the conditions specified here, will not be acceptable.
- 4.2 For the purpose of the tender, the metric system of units shall be used.
- 4.3 All entries in the tender shall either be typed or be in ink. Erasures shall render such tenders liable to summarily rejection. The bidder shall duly attest all corrections, cancellation and insertions.
- 4.4 Bidder's offers shall be with reference to section and clause numbers given in the tender schedules.

**5. Earnest Money:**

- 5.1 The Earnest Money Deposit (EMD) of amount of Rs. (a) (As Specified in [Schedule-A](#) Sr. No. 3(a)) (Rupees (b) (As Specified in [Schedule-A](#) Sr. No. 3(b))) shall be submitted. EMD Amount shall be remitted Offline through DD or Bank Guarantee as specified in para 3.1.4 of Section-II. Scanned copy of DD/BG should be submitted in packet-1. The EMD in original in a sealed envelope should be posted/couriered or in person to the concerned official, so as to reach latest by the last date and time of the bid submission.
- 5.2 The EMD of bidder who are not qualified in initial eligibility qualification or Technical qualification, EMD shall be refunded after Prequalification/Technical evaluation.
- 5.3 The EMD of the bidder other than the lowest bid shall be discharged / returned promptly, after evaluation of financial bids.
- 5.4 The EMD of the successful bidder will be returned after the bidder provides the performance guarantee, as required in para 6 of this section of the tender document.
- 5.5 The EMD amount shall be forfeited in the following events:
  - 5.5.1 If the successful bidder fails to enter into a contract with IAA within 15 calendar days after the receipt of the purchase order / work order as specified under clause 23 of section-II.
  - 5.5.2 If the successful bidder fails to submit the performance guarantee as stipulated in para 6 of this section within 30 calendar days after the receipt of the purchase order / work order.
  - 5.5.3 In the event of not accepting the conditions of the contract even after agreeing to do so and submitting the letter of un-conditional acceptance of terms as per letter in [Annexure-I](#).
- 5.6 No interest or any other expenses, whatsoever, shall be payable by IAA on the EMD in any manner. The Contractor shall pay all banking or conversion charges (and any other expenses incurred in this regard).
- 5.7 If a bidder withdraws from the Tender process for any reason deemed unsatisfactory in the sole opinion of the IAA, their EMD will be encashed and forfeited.

- 5.8 Should the IAA cancel this Tender process, IAA will return the EMD of all bidders for whom the EMD was not already forfeited and encashed without any interest.

**6. Performance bank Guarantee.**

- 6.1 The successful bidder shall submit Contract performance guarantee (in lieu of Contract Performance security) of the value equivalent to 10% (ten percent) of the total price, to IAA in the form of an irrevocable and unconditional bank guarantee on scheduled commercial bank as per Proforma attached as [Annexure-II](#). The guarantee shall be submitted within **30** calendar days of the issue of letter of acceptance of his bid, and will be valid till 90 days after the duration of service (3 years from date of commissioning). In case successful bidder fails to submit the PBG within stipulated period, interest @ 12% p.a. on performance Guarantee amount would be levied (non-refundable) for delayed period of submission and shall be deducted from EMD or First running Bill. In case, successful bidder fails to submit performance bank guarantee within 60 days, IAA reserve the right to forfeit EMD and cancel the order.
- 6.2 The performance guarantee amount shall be payable to IAA without any condition whatsoever and the guarantee shall be irrevocable.
- 6.3 The performance guarantee shall be deemed to govern the following guarantees from the successful bidder, in addition to other provisions of the guarantee:
- 6.3.1 The Hardware / Software supplied under the contract shall be free from all defects / bugs and upon written notice from IAA, the successful bidder shall fully remedy, free of expenses to IAA, all such defects / bug as developed under the normal use of the said hardware / software within the period of guarantee/Warranty.
- 6.3.2 The performance guarantee is intended to secure the performance of the entire system. However, it is not to be construed as limiting the damages stipulated in any other clause.
- 6.4 The performance guarantee will be returned to the successful bidder at the end of the period of liability without interest.
- 6.5 The bidder as per operation, installation, maintenance manuals and performance guarantee tests supplied by the successful bidder, will do the loading, installation & commissioning of systems. The successful bidder will be fully responsible for the guaranteed performance of the supplied systems and warranty obligations. In case of any problem after commissioning and during service period, the successful bidder will depute his supervisor(s) to IAA's site within 24 hours of intimation to remove all defects at contractor's cost.
- 6.6 A fine of an agreed amount calculated as per SLA mentioned in Clause 6.2 (SLA) of Section V (Scope of work) can be imposed in case of delay in rectification of the problem. The acceptance of valid reasons for non-compliance to 6.5 above shall rest with ED (IAA) and his decision with regard to imposition of the fine shall be final. The fine shall be recovered from the Bank Guarantee.



**7. Correspondence:**

- 7.1 All correspondence would be directly with the bidder and correspondence through agents will not be entertained.

**8. Testing and Inspection:**

- 8.1 The testing and inspection of the equipment / components procured shall be carried out in two stages as follows.

**8.1.1 Factory Inspection / Acceptance Testing:**

**8.1.1.1** The Buyer or his representative shall have the right to conduct pre-dispatch inspection of the Hardware and Accessories including the software for their conformity to the specifications. Where the Buyer decides to conduct such tests on the premises of the Original Equipment Manufacturer (OEM) or Supplier of the OEM or its subcontractor(s), all reasonable facilities and assistance like Testing Instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to IAA. The schedule & procedure of testing shall be intimated to the bidder after the placement of the Work order / purchase order. The successfully inspected / accepted items shall be sealed in the presence of the Inspectors and signed by the inspectors accordingly.

**8.1.1.2** If any inspected or tested Item(s) fail to conform to the specifications, the Buyer may reject them and the Contractor shall either replace the rejected Items or make all alterations necessary to meet Specification requirements free of cost to the Buyer.

**8.1.2 Post receipt / pre-installation testing:**

**8.1.2.1** Notwithstanding the pre-supply tests and inspections prescribed in clause 8.1.1.1 & 8.1.1.2 above, the Items on receipt in the Buyer's premises will also be tested after receipt and if found defective, or the seal is found to be tampered, these items shall be replaced free of cost to the Buyer as laid down in clause 8.3 below

**8.1.3 Post installation Acceptance testing / Inspection:**

**8.1.3.1** This testing / inspection shall be performed after the completion of installation of the parts. The inspectors shall verify the component level details during this testing and shall sign the installation report after successful completion of the post-installation testing. Defects / shortcomings brought out in this testing shall have to be attended as per the contract within the permitted time schedule.

**8.1.3.2** The post-installation acceptance testing/ inspection shall prove that the procured systems meet all system requirements as per specifications specified in the tender document. The vendor shall provide all necessary test equipment, tools and instruments

for the acceptance testing. Installation shall be termed as completed after successful completion of SAT/postinstallation acceptance testing and resolution of all defects/bug.

- 8.2 If any Item or any part thereof, before it is taken over under above testing/inspection clauses, is found defective or fails to fulfill the requirements of the contract, the consignee shall give the Contractor notice setting forth details of such defects or failure. The Contractor shall make the defective material good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding one month of the initial report. The replacements by the Contractor shall be made free of all charges at site. Should he fail to do so within this time, the Buyer reserves the discretion to reject and replace at the cost of the Contractor the whole or any portion of the items as the case may be, and that is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the Buyer shall be deducted from the amount payable to the Supplier
- 8.3 The testing & inspection as per above clauses in any way does not relieve the Contractor from any Warranty or other obligations under this contract.
- 8.4 Acceptance test procedure & Programme for all the items shall be discussed and finalized after the award of the work in a joint meeting.

**9. Extension of Time:**

- 9.1 This work is urgent and hence the completion period as per contract shall be adhered to strictly. However, in-case of extraordinary situations which may delay the completion of the project, the contractor shall apply for extension in time as per format contained in [Annexure-VI](#).
- 9.2 IAA at its sole discretion may extend the time period for completion of the work without any prejudice to operate the penalty clauses provided for in the Tender Document. Such extension of time and the circumstances leading to the extension of time shall be communicated in writing to the contractor.

**10. Compensation for Delay:**

- 10.1 Time is the essence of the Contract.
- 10.2 If the successful bidder fails to complete the supply / work within time fixed under the contract, he shall pay to the IAA without prejudice to any other rights or remedy as may be available to the purchaser, an agreed compensation amount calculated @ 1% of the total value of the uncompleted portion of the work per week or part thereof subject to a maximum value equal to the value of the Performance Bank Guarantee.
- 10.3 The amount of compensation for delay and waiver of compensation for delay in case of justified reasons shall be decided at the discretion of Accepting Authority and the same shall be final and binding on the contractor. Time taken by IAA and local statutory authorities for approval of drawings, design, estimate etc, force majeure reasons and any other reasons beyond control of the

contractor shall be considered as justified reasons. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with IAA.

10.4 Appeal for waiver of compensation for delay with due justification shall be decided by the Competent Authority. The decision of the competent authority on appeal shall be final and binding on the contractor.

10.5 Each site will be treated independently for calculating compensation. The delay applicable in the project shall also be site specific. The contract value shall be calculated separately for each site for this purpose.

**11. Blank**

**12. Force Majeure:**

12.1 IAA may grant an extension of time limit set for the completion of the work / repair in case the timely completion of the work is delayed by force majeure beyond the contractors control, subject to what is stated in the following sub paragraphs and to the procedures detailed therein being followed. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, flood, storms etc), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotion and strikes (only those which exceed a duration of ten continuous days) at successful Bidder's factory. The successful bidder's right to an extension of the time limit for completion of the work in above-mentioned cases is subject to the following procedures.

12.2 That within 10 days after the occurrence of a case of force Majeure but before the expiry of the stipulated date of completion, the bidder informs the IAA in writing about the occurrence of Force Majeure Condition (as per [Annexure-V](#) to the tender document) and that the Bidder considers himself entitled to an extension of the time limit. The contractor shall submit the application for extension of time as attached in [Annexure-VI](#).

12.3 That the contractor produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.

12.4 That the contractor proves that the said conditions have actually interfered with the carrying out of the contract.

12.5 That the contractor proves that the delay occurred is not due to his own action or lack of action.

12.6 Apart from the extension of the time limit, force majeure does not entitle the successful bidder to any relaxation or to any compensation of damage or loss suffered.

**13. Patents, Successful bidder's Liability & Compliance of Regulations**

13.1 Successful bidder shall protect and fully indemnify the IAA from any claims for infringement of patents, copyright, trademark, license violation or the like.

- 13.2 Successful bidder shall also protect and fully indemnify the IAA from any claims from successful bidder's workmen/employees, their heirs, dependents, representatives etc or from any person(s) or bodies/ companies etc. for any act of commission or omission while executing the order.
- 13.3 Successful bidder shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the IAA from any claims/penalties arising out of any infringements and indemnify completely the IAA from any claims/penalties arising out of any infringements.

**14. Settlement of Disputes:**

- 14.1 If a dispute of any kind whatsoever arises between the IAA and the Contractor in connection with, or arising out of the Contract or the execution of the works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Project Manager or his nominee, the matter in dispute shall, in first place be referred to the ED, IAA. He shall activate the dispute resolution mechanism to resolve the dispute in question. Any party may invoke arbitration clause, if dispute in question is not settled by the Dispute resolution mechanism
- 14.2 Unless the Contract has already been repudiated or terminated or frustrated, the Contractor shall in every case, continue to proceed with the works with all due diligence and the Contractor and IAA shall give effect forthwith to every decision of the Project Manager or his nominee unless and until the same shall be revised, as hereinafter provided, by the Dispute Resolution Mechanism or in an Arbitral Award.

**15. Arbitration and Law:**

- 15.1 Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015, within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists. The single Arbitrator for settlement of any dispute with regard to this contract shall be appointed by the ED, IAA. The venue of Arbitration shall be New Delhi, India. The arbitration resolution shall be final and binding upon the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.
- 15.2 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding.
- 15.3 Indian laws shall govern this contract.

**16. TERMINATION FOR DEFAULT & RISK PURCHASE:**

- 16.1 The IAA may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this Contract in whole or in part in any of the following events.
- 16.1.1 If the Contractor fails to deliver any or all of the Items within the time period(s) specified in the Contract or any extension thereof granted by the IAA pursuant to Clause 9 of Section - III.
- 16.1.2 If the Contractor fails to perform any other obligation(s) under Contract.
- 16.1.3 If the Contractor, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as IAA may authorize in writing) after receipt of the default notice from IAA.
- 16.1.4 As a penalty to the Contractor, the IAA shall encash the Contract Performance Bank Guarantee. The IAA in such case shall pay for the assessed value of the executed work that can be used. No payment shall be made for the efforts put in by the Contractor in case the same are of no value to IAA. The balance unfinished work of the project will be got done by fresh tendering on Contractor's risk and that extra expenditure will be recovered.

**17. TERMINATION FOR INSOLVENCY:**

- 17.1 The IAA may at any time terminate the Contract by giving written notice to the supplier, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to IAA. In the event of termination for penalty to the contractor Clause 16.1.4 shall be applicable.

**18. SET OFF:**

- 18.1 Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the Buyer to set off the same against any claim of the Buyer for payment of a sum of money arising out of this contract made by the Contractor with Buyer.

**19. Deviation in Quantity:**

- 19.1 IAA reserves the right to change the quantity to be supplied but within the overall deviation limit of 30% of the contract value.
- 19.2 IAA also reserves the right to purchase Extra item and/or Substitute items as per site requirements up to the overall limit of 30% of the contract value.

19.3 The overall deviation, Extra item or the substitute items taken together shall not exceed 30% of the contract value unless and until it is mutually agreed by both the parties and a specific order is placed on the vendor in this regard.

**20. Limitation of Liability**

20.1 Notwithstanding any other term, there shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property due to gross negligence and willful misconduct of the other party.

20.2 In all other cases not covered by Para 20.1 above the total liability of either party under the terms of the contract shall not exceed the total contract value and in no event shall either party be liable to the other for any indirect, incidental, consequential, special or exemplary damages, nor for any damages as to lost profit, data, goodwill or business, nor for any reliance or cover damages even it was advised about the possibility of the same.

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SECTION - IV

**SPECIAL CONDITIONS OF THE CONTRACT**

**1. Standards**

- 1.1 All designs, codes, developing platforms, developing techniques and workmanship shall be in accordance with the highest accepted international standards for this type of work.
- 1.2 The bidder shall also state, where applicable, the National or other International standard(s) to which the whole, or any specific part, of the system, software, or training complies.
- 1.3 The requirements given in this document are firm and no deviation of any kind is acceptable.

**2 Time Schedule**

- 2.1 The work as per the Notice Inviting Tender shall be completed within (As per [Schedule-A](#) Sr. No. 4) days of placement of firm order from IAA or as per the schedule submitted by the bidder whichever is less.

**3 Time - The Essence of Contract**

The time and date of completion of the works as contained in the supplier's proposal and as agreed to contractually after modifications, if any, shall be final and binding upon the supplier. It must be understood that the supplier has made the proposal after fully considering all such factors which may have any bearing on the time schedule of the contract, and no extension in the schedule whatsoever shall be permitted on these accounts by IAA.

The bidder is expected to submit the project plan within 1 week of award of the contract and shall stick to the plan. The contract execution shall be monitored initially on weekly basis and subsequently on daily basis.

**4 Delay & Non-Conformance**

- 4.1 In case of the above time scheduled including levy of compensation for late delivery of systems as contained in Section-III of the tender document not being adhered to, IAA has the right to cancel the order wholly or in part thereof without any liability to cancellation charges and procure the goods / software elsewhere, in which case, the successful bidder shall make good the difference in the cost of goods procured elsewhere and price set forth in the order with the successful bidder.

**5 Payment terms**

- 5.1 No mobilization advance shall be paid.
- 5.2 The payments shall be released to the bidder on submission of documents as below.
  - 5.2.1 Bills (Invoices) in duplicate of quarterly service.
  - 5.2.2 Inspection certificate in original as applicable

5.2.3 Certificate for SLA measurement/ verification

5.3 Payment for each of the services / works to the bidder shall be made quarterly on the basis of SLA performance. No other payments except mentioned in the price bid shall be payable for the services.

**6 Guarantee / Warranty**

6.1 Complete software shall be guaranteed against all defects/bugs and for a satisfactory performance, as per all the listed features, for a period of (As per [Schedule-A](#) Sr. No. 5(a) & (b)) months from the date of supply.

6.2 The bidder shall attend at his own expense and get the defect/bugs removed in the systems as detected by IAA during the period of warranty. All hardware/software upgrade till termination of link is in the scope of Bidder. Router and further local network maintenance and upgrade is IAA's responsibility.

**7 Substitution & Wrong Supplies**

7.1 Unauthorized/Pirated substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or old versions shall be returned to the successful bidder at his cost and risk.

**8 Dispatch of Documents**

8.1 Pre-receipted Bills in triplicate at each stage of payment.

8.2 Copy of the Delivery Challan.

8.3 Copy of the Inspection report (if inspection carried out as a part of the Contract).

8.4 Duly certified Installation / Commissioning Certificate with the final bills.

8.5 Any other Document as per Annexure- (As per [Schedule-A](#) Sr. No. 6).

**9 Up gradation**

9.1 The successful bidder shall guarantee the long-term availability of Upgraded versions of hardware / software to the buyer for the full life of the equipment. The successful bidder shall guarantee that before outdating the current systems covered under the contract, successful bidder shall give IAA at least six (6) months advance notice so that the latter may order the next upgraded system.

**10 Technical Manual**

10.1 The bidder shall supply complete set of technical/ operations and maintenance manuals (as applicable) along with the delivery. The cost of such manuals supplied will be included in the cost of the system.



## **11 Change of Model**

- 11.1 No change of model after the placement of order shall be entertained unless the alternate model offered are equivalent or higher in specifications and approval of the competent authority has been obtained in writing for such a change of model before the delivery of the product. Delivery of the alternate product without such an approval shall not be accepted and IAA shall not be responsible for any delay in delivery schedule on this account.

## **12 Sample Testing**

- 12.1 The Buyer may demand a sample product at any stage of tendering for evaluation. IAA reserves the right to reject a Bid at any stage of processing and shall forfeit the EMD if the sample product is found to be substandard and / or fails to meet the NIT specifications and the bidder shall have no further claims in the tender.
- 12.2 IAA shall not bear any cost with regard to transportation of the equipment for testing and all such cost with regard to the testing shall have to be borne by the Bidder.

## **13 INTELLECTUAL PROPERTY RIGHTS**

- 13.1 Indian Aviation Academy (NIAMAR Society) recognizing the intellectual property rights (in case of Software Development Projects) of the contractor and shall allow the marketing of the product to third party provided the marketing is done jointly or in consultation with IAA. For this, a memorandum of understanding (MOU) shall be arrived at between IAA and the Contractor before taking up such activity. MOU will define in clear terms the responsibilities of both the parties, financial implications and legality of the action.

## **14 Submission of Acceptance Testing procedure**

- 14.1 It will be the responsibility of the vendor to submit the system test procedure for conducting the post installation site acceptance testing. The procedure submitted by the vendor should be drafted in line with the standard practices followed in the industry and should be in accordance with the test procedures & practices specified by the OEM. The acceptance test procedure on approval by IAA shall become the document for acceptance of the equipment after installation at the site. The draft copy of system test procedure should be made available to IAA before 15 days of the schedule site acceptance date.

## **15 Project Schedule & Monitoring**

- 15.1 The vendor shall plan various activities and submit the execution schedule within one week of award of the work. The execution schedule should clearly indicate all activities and the time required for completion of each activity taking the total project time as specified in para 2 above. Parallel activities and the dependent activities for each activity may be required to be specified in the schedule. The vendor would be required to submit the bar chart for all the activities along with the schedule. The project shall be closely monitored with respect to this schedule. The project review & coordination

meetings shall be held once in 15 days with respect to this schedule. Apart from the regular monitoring meeting(s) at site, the physical progress of the work shall be monitored from time to time as agreed between both the parties in the progress review meetings. Any slippage from the schedule in completion of one activity and resultant delay / impact on the overall completion schedule shall be reviewed in each review meeting and the vendor would be required to take corrective actions to bring back the project on schedule.

- 16 The vendor should deploy well trained personnel at the site. IAA shall not be responsible for any incident or accident happening at the site due to the negligence of the personnel deployed by the bidder. The bidder shall absolve IAA against all such claims.
- 17 The Supplier is responsible for all unpacking, assemblies, wiring, installations, cabling between hardware units and connecting to power supplies at site.
- 18 Quantity ordered may vary as per site conditions / requirements.
- 19 **Bidders registered with NSIC**
  - 19.1 Any concessions to the MSEs registered with NSIC and other government agencies specified by the Ministry of Micro, Small & Medium Enterprises as per MSMED Act 2006, for goods produced and services rendered shall be applicable as per the directives of Government of India, prevalent on the date of acceptance of the bid.
  - 19.2 In case a bidder is eligible for any concession/exemption under this clause, documentary proof to this effect must be enclosed. It may be noted that submission, if any, of reference(s) of Govt. notification(s) pertaining to concessions/exemptions must be supported by copy(ies) of such notification(s).
  - 19.3 Bidders (MSEs) registered with NSIC seeking concession/exemption on the basis of “goods produced” need to submit a certificate, issued from the concerned authority (DIC or DEO etc.), that products offered in the bid are being produced by the concerned MSE.
  - 19.4 Tender fee exemption: The tender fee will be refunded to NSIC registered bidders after duly checking and verifying their NSIC registration certificate during evaluation.
  - 19.5 EMD Exemption: In case a bidder seeks and is eligible for exemption from payment of EMD, Documentary proof as above to this effect must be enclosed with the document in fee (Packet-1) of the bid.
  - 19.6 In case NSIC registration certificate is found invalid during evaluation, the bid of such bidder shall be rejected and tender fee shall not be refunded.
  - 19.7 The benefit as above to MSEs shall be available only for goods / services produced and provided by MSEs for which they are registered.

## 21 List of Exclusions

21.1 The tender clauses not related to the present tender are not applicable.

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SECTION - V

**SCOPE OF WORK**

**1. Background.**

Indian aviation Academy (IAA) is an autonomous institute, under aegis of NIAMAR-Society functioning as joint training academy of Airports Authority of India (AAI), Directorate General of Civil Aviation (DGCA) and Bureau of Civil Aviation Security (BCAS).

At the institutional level, IAA is governed by a Governing council with Chairman, AAI as Ex-Officio Chairman and Executive Director, IAA as member secretary along with nominees of Ministry of civil aviation (MoCA), AAI, DGCA and BCAS as members. Besides this, there is Governing Body, Finance Committee for its governance. For all academic matters, Director, IAA is the authority having control and responsibility for academic and administrative matters.

IAA envisages a paperless working for most of its functioning as far as practicable. Thus, a Training-cum-Education Institute Management Software has been developed and is being enhanced day by day to achieve this goal.

This entry point for all training matters in the software are registration and nomination of trainees who will be accessing this system from outside the campus, thus, the software has been hosted over cloud and redundant internet connectivity is must for academy to have uninterrupted access to the system.

**2. Intent of the Specification.**

The intent of this specification is to provide redundant Internet Leased Line connectivity at IAA on turnkey basis as per the specifications laid down in subsequent chapters of this document.

**2.1 Synopsis on Scope of Work**

The broad scope of work includes:

- 2.1.1 The 100 mbps 1:1 Internet Leased Line provisioning (including Last Mile links and equipment) would be provided to IAA for 3 years, further extendable for 2 more years on satisfactory performance.
- 2.1.2 Two (02) ISPs are being selected through this tender and thus, both the ISPs will work together to provide ISP Active-Active Load balancing and failover configuration. Each ISP will terminate the link on a separate Router (Cisco 2921) via fibre and then both Router will connect to Cisco ASA 5512 where active-active failover configuration will be done.

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- 2.1.3 Configuration and management of the router on which the ISP has terminated their Fibre at IAA for the whole contract period along will be performed by the bidder.
- 2.1.4 Hardware maintenance of routers are under the scope of IAA, configuration and manageability of router on which the ISP has terminated their Fibre is the responsibility of bidder.
- 2.1.5 Before actual cabling and installation of any equipment, the contractor shall obtain approval of detailed drawings regarding the cable/equipment installation/layout plan from the IAA Project Manager and respective authorities responsible for providing approvals for such works.
- 2.1.6 Provisioning of Internet bandwidth at IAA with DDOS Mitigation capacity of 100 mbps over cloud.
- 2.1.7 The bidder will provide management & monitoring of ILL through web/app-based portal.
- 2.1.8 The bidder should provide facilities of single toll-free no., single email and SMS across the country for logging complaints/service requests. A self-service portal for logging complaints/service requests and monitoring the status and progress of already logged complaints/service requests shall also be provided by the bidder.
- 2.1.9 Bidder shall also share the escalation matrix for contract management.
- 2.1.10 The proposed solution should be scalable to meet future requirements of IAA as and when required and other features pertinent to minimizing overall system obsolescence during contract period.

3. Detailed Technical Scope of Work

This Tender is meant for following Product & Services:

Sr. No.	Services	Details
A	Providing Internet Leased Line link of 100 mbps	1:1 Unlimited Upload/Download Bandwidth on Leased Fibre Optic Line with 100% redundancy of hardware/media in ring architecture, DDoS mitigation and 99.5% uptime guarantee. All terminal equipment up until IAA routers to be provided by bidder.

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		Min 5 nos of Static IPs to be provided by bidder.
B	Configure dual ISP active-active load sharing and fail-over on IAA router	Work with IAA officials and second ISP to configure active-active load sharing and automatic failover on IAA router (Cisco C2921-AX/K9)
C	Satisfactory Acceptance Test	The methodology of the test will be as following: 1. Average Latency <280 ms up to ISP’s 1st Tier1 Peering Point 2. Domestic Latency <80 ms during Peak Traffic 3. International Latency <250 ms during Peak Traffic 4. Packet Loss <0.5% over 10,000 packets 5. Browsing of one international and one domestic server over Internet 6. IAA will make best efforts to provide the link acceptance within 2 working days post-handover of link.
D	Fault Monitoring	ISP must provide proactive monitoring services for ILL till Router for fault resolution.
E	Customer Support	In case of failure, customer support has to be provided by 24x 7 in a hierarchy i.e. customer support escalation matrix for Internet service should be provided by the bidder
F	Site readiness at IAA	IAA will provide UPS Power of 220 volts to 230 volts, E-N voltage < 2 volts, space for installing 24U Rack with air conditioning inside server room. All permissions within IAA premises will be granted on request detailing the procedure of work to be carried out. All statutory/regulatory documentation requirements to be met by both bidder as ISP and IAA as customer (like CAF , internet usage declaration form).

The successful bidder will be required to supply, install and commission all the required deliverables of project at IAA.

#### 4. Commercial Terms & Conditions

##### 4.1 Pricing Type

4.1.1 The quoted rates shall be valid for acceptance for the period of 180 days from the date of opening commercial bid.

4.1.2 The Vendor should quote Basic price and taxes as applicable in the Price Bid.

4.1.3 Variation in the rates in GST during the tenure of the contract will be allowed only on the submission of documentary evidence from Govt. / Statutory Authorities and its acceptance by IAA.

##### 4.2 Delivery Schedule

4.2.1 All Schedules will be calculated from the Zero Date i.e. the Date of issue of the Purchase Order.

4.2.2 Provisioning of the link shall be completed within **8 weeks** from the date of PO.

4.2.3 The link has been accepted by IAA after the bidder delivered their own link after installation and commissioning of CPE equipment. However, as and when the second link is available at IAA, the bidder has a 1-week window to configure this link in dual-ISP active-active load sharing and automatic failover configuration, failing which, penalty would be imposed as per clause 7.1 (Section-V).

4.2.7 Delivery as per the purchase order has to be made before submitting the invoice for payment. Link acceptance & payments shall be done by IAA on per link basis. However, the start date of the contract period would be as per clause 6.1.1 of this section.

4.2.9 Delay on part of IAA will not be considered for penalty calculation.

4.2.10 Obtaining permission from the statutory bodies to lay fiber or other related works etc. is responsibility of the contractor.

#### 5. Project Execution

5.1 The Service provider will provide Project Services as specified in [Scope of Work](#).

5.2 Configuration & integration of the total system / solution as defined in the [Scope of Work](#) and final acceptance by IAA should be completed within 14 weeks from the date of issue of PO.

5.3 The Service provider is required to execute the order as a turn-key project and IAA shall not be responsible for any omission/deletion of any component and no additional cost shall be paid to contractor by IAA towards the same. Such component / accessories shall be provided by the contractor at his/her own cost.

6. Warranty, AMC & SLA

6.1 Starting of the contact

6.1.1 The ‘Start Date’ of the Contract Period shall be the one when the link is provided to the IAA and satisfactory acceptance test is completed.

6.2 Service Level Agreement (SLA): Mandatory & Non-negotiable

6.2.1 The service level for the links is to be maintained as given below:

Sr No	Service parameter	Acceptable level	Penalty
1	Availability	>99.5%	1. Less than 10 Hours of quarterly billing cycle: Nil 2. 10 to 22 Hours of quarterly billing cycle: 0.5% of bill amount 3. 22 to 48 Hours of quarterly billing cycle: 2% of bill amount 4. More than 48 hours: 10% of the total bill amount and IAA may process for revocation of contract and forfeiture of security deposit.
2	Domestic latency	<80 ms during peak traffic	
3	International latency	<280 ms during peak traffic	
4	Packet loss	<0.5% at all times (Average over 1000 ping)	
5	ISP’s 1 <sup>st</sup> Tier 1 peering point	<280 ms at all times	
6	Throughput	100% non-blocking (Symmetric)	
7	Helpdesk availability (with trouble ticketing/toll free number)	24*7*365	
8	Time to respond to complaints	Within 2 hours of reporting	0.5% per hour or part thereof up to 10% of



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			quarterly service charge amount
9	Mean Time to restore	Within 12 hours of reporting	0.5% per 12 hours or part thereof up to 10% of quarterly service charge amount

6.2.2 The responsibility for any defect in service shall solely be that of the successful bidder.

6.2.3 The contractor shall provide an escalation matrix to IAA with contact details of L1, L2 & L3 support from the service provider.

6.2.4 Successful bidder shall provide next business day on-site support within 24 hours.

**7. Penalty**

The penalty clause as mentioned in para 6 above is to ensure that the Service Provider puts in his best efforts to honour SLAs committed to IAA.

**7.1 Delayed Delivery & Installation:**

In case of delayed delivery of the link, a penalty @ 1% of the total cost of the first year of the contract period shall be levied on per-week and per-link basis, maximum up to 10% of the total project cost. This penalty shall be deducted at the time of making first payment of link charges for the delayed link(s).

**7.2 Violation of response clause**

7.2.2.1 Minimum two different mechanisms to monitor & calculate the SLA have to be provided by the bidder. IAA may appoint any 3<sup>rd</sup> party to conduct network performance assessment to verify the truthfulness of the SLA.

7.2.2.2 If the uptime of the link is less than 96%, then the line will be considered as DOWN for the reported period.

7.2.2.3 24x7x365 Helpdesk at vendor’s NOC.

7.2.2.9 In case of link failure due to WAN Network hardware failure, which is supplied by the contractor, appropriate penalty as specified above will be applicable.

7.2.2.10 Down time due to the following situations will not be considered for the purpose of penalty calculation for downtime:

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- Link down due to power failure to the CPE (Customer Premises Equipment).
- Scheduled maintenance by the contractor, with prior approval.

### 7.2.3 Maximum Penalty

7.2.3.1 Instances of violations resulting in maximum of penalty of link/hardware and/or software as mentioned above, within a financial year, may result in initiation of action by IAA for termination of contract by serving One months' notice.

### 7.2.4 Other Conditions

7.2.4.1 Penalty will be adjusted against the quarterly payment done at the end of quarter(s).

7.2.4.2 IAA reserves the right to terminate the contract on reaching the maximum penalty by serving  
One months' notice.

### 7.2.5 Non-Compliance of SLAs

7.2.5.1 Bidders must take note that the maximum limits of penalties are upper tolerance and IAA reserves right to terminate the contract at any point of time for breach of SLAs without reaching the maximum limit of penalties.

## 8. Exit Clause

8.1 IAA intends to use this service for the contract period. However, in case of change in technology or change in associated software or launch of more advanced solutions making the offerings of this product less effective, **IAA reserves the right to terminate the contract at any point of time after the completion of 1 year without any explanation given to the contractor, by serving 3 months' notice.**

## 9. Other Contractual Stipulations

9.1 IAA reserves the right to reject the tender without assigning any reason whatsoever.

9.2 Right to Audit: IAA reserves the right to periodic audit or inspect work performed by the contractor. IAA may participate directly or through an appointed representative, as an external auditor, in order to verify that the tasks related to this project have been performed in accordance with the procedures indicated.

9.3 NDA Clause: The successful bidder has to sign the 'Non-Disclosure Agreement (NDA)' on Rs. 100/- stamp paper (Non-Judicial) from their competent authority as a

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compliance for the 'Non-Disclosure Agreement' in line with IAA IT Security Policy, refer [Annexure XIII](#). Purchase orders will not be placed without entering into above NDA.

#### 10. Service support

10.1 The Service provider should nominate an Account Support team/Manager with escalation matrix for handling all support related services during Contract Period. The Account Support Team/Manager should be the single point of contact with end-to-end account ownership for all committed deliverables during the Contract Period.

ANNEXURE-I

**ACCEPTANCE LETTER**

(TO BE SUBMITTED IN Technical BID)

To,  
Executive Director,  
Indian Aviation Academy (NIAMAR Society)  
Behind Indian Spinal Injuries Centre,  
Vasant Kunj, New Delhi-110070

**Sub: Acceptance of Terms & Conditions of Tender**

**Name of Work: - "Name of the work as given in Schedule-A Sr. No. 1"**

**Tender No.: - "Tender No. as given in Schedule-A Sr. No. 2"**

Dear Sir,

1. The tender document for the works mentioned above have been sold to me/us by the Indian Aviation Academy (NIAMAR Society) and I / we hereby certify that I / we have read all the terms and conditions of the tender document made available to me / us in the office of the Manager (IT), IAA, which shall form part of the contract agreement and I / we shall abide by the conditions / clauses contained therein.
2. I / We hereby unconditionally accept the tender conditions of IAA's tender document in its entirety for the above works.
3. It is clarified that after unconditionally accepting the tender conditions in their entirety, it is not permissible to put any remarks / conditions (except unconditional rebates on quoted rates if any) in the tender enclosed in envelope "A" & "B" and the same has been followed in the present case. In case any provisions of this tender are found violated after opening envelope "A" & "B". I / we agree that the tender shall be rejected and IAA shall without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.
4. That, I /We declare that I/we have not paid and will not pay any bribe to any officer of IAA for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of IAA asks for bribe /gratification, I will immediately report it to the appropriate authority in IAA.

Yours Faithfully,

(Signature of the Tenderer)  
with rubber stamp

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

ANNEXURE-II

**PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE**

(To be stamped in accordance with Stamp Act)

(The non-judicial stamp paper should be in the name of issuing Bank)

Ref : \_\_\_\_\_

Bank Guarantee No : \_\_\_\_\_

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

To

INDIAN AVIATION ACADEMY (NIAMAR SOCIETY)  
Behind Indian Spinal Injuries Centre,  
Vasant Kunj, New Delhi - 110070

Dear Sir/Ma'am,

In consideration of the Indian Aviation Academy (NIAMAR Society) (hereinafter referred to as the "Owner", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s \_\_\_\_\_ (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators executors and assigns), a contract. Bearing No. \_\_\_\_\_ dated \_\_\_\_\_ valued at \_\_\_\_\_ for \_\_\_\_\_ and the contractor having (scope of contract) agreed to provide a Contract Performance of the entire Contract equivalent to \_\_\_\_\_ (10 per cent) of the said value of the Contract to the Owner. We at \_\_\_\_\_ (hereinafter referred to as the 'BANK', which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all money payable by the Contractor to the extent of \_\_\_\_\_ as aforesaid at any time up to \_\_\_\_\_ (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the owner the Bank shall be conclusive and binding notwithstanding any difference between the owner and contractor or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in then or of any right which they might have against the Contractor. And to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractors liabilities.

Apart from other guarantees this Bank Guarantee explicitly provides for the following:

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- A) The Hardware / Software supplied under the contract shall be free from all defects / bugs and upon written notice from IAA, the successful bidder shall fully remedy, free of expenses to IAA, all such defects / bug as developed under the normal use of the said hardware / software within the period of guarantee/Warranty.
- B) The performance guarantee is intended to secure the performance of the entire system. However, it is not to be construed as limiting the damages stipulated in any other clause.

Notwithstanding anything mentioned herein above our liability under this guarantee is restricted to Rs. ----- and it shall remain in force upto and including ----- and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s ----- on whose behalf this guarantee has been given.

WITNESS

Dated this ----- day of ----- 2013 at -----

Signature ----- Signature -----

Name ----- (Bank's Rubber Stamp)

Official address ----- Name -----

Designation with Bank Stamp

Attorney as per Power of

Attorney No. -----

Date-----

ANNEXURE-V

**FORMAT FOR INTIMATION OF FORCE MAJEURE OCCURRENCE**

Information Technology Division,  
Indian Aviation Academy (NIAMAR  
Society),  
Behind Indian Spinal Injuries Centre,  
New Delhi - 110 070

Name of Work : - "Name of the work as given in Schedule-A Sr. No. 1"

Tender No. : - "Tender No. as given in Schedule-A Sr. No. 2"

Subject: Intimation regarding Force Majeure Case:

Sir,

Pursuant to Clause No.12 - FORCE MAJEURE, it is for your kind information that a case of force majeure has since occurred. Details are given below:

Date of occurrence	Detail of Incident	Activity affected	Likely Delay	Requested Extension

We are entitled to an extension in the date of completion as requested above. Bar Chart with revised schedule of activities is attached. Please approve the extension in the time. Evidence of the date of occurrence is also enclosed.

It is certified that performance of the Contract has been interfered with. It is also certified that the incident has not occurred due to our own action and that there has not been any lack of action by us in preventing the occurrence.

We are only claiming the extension in the date of completion of the activity (ies) and not claiming the loss incurred in the course of the incident.

Yours truly,

(Project Manager)

Enclosures:

1. Revised Bar Chart.
2. Evidence of the occurrence of the Force Majeure case (..... sheets)

ANNEXURE-VI

**APPLICATION FOR EXTENSION OF TIME**

Part-I

1. Name of the Contractor
2. Name of the work as given in the agreement
3. Agreement No.
4. Contract Amount
5. Date of Commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Date of actual completion of work
9. Period for which extension is applied for.
10. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.

Sl No	Name of Hindrance	Date of occurrence of hindrance	Date of over of hindrance	Period of hindrance	Overlapping Period	Net extension applied for	Remarks if any
1	2	3	4	5	6	7	8

Total period for which extension is now applied for on account of hindrances mentioned above.

Month

Days

11. Extension of time required for extra work.



12. Details of extra work and the amount involved:

Total value of extra work	Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
(a)	(b)

13. Total extension of time required for 10 & 11.

Submitted to the Project Manager \_\_\_\_\_.

Signature of Contractor

Dated

Part II

(For Official Use)

1. Date of receipt of application from \_\_\_\_\_ Contractor for the work of \_\_\_\_\_ in the office of the General Manager (IT) \_\_\_\_\_.
2. Recommendations of the project Manager as to whether the reasons given by the contractor are correct and what extension, if any, is recommended by him. If he does not recommend the extension, reasons for rejection should be given.

Dated:

Signature of the Installation In-charge

(To be filled in by the Project Manager)

1. Date of receipt in the Office:
2. Project Manager's remarks regarding hindrances mentioned by the contractor.
  - (i) Serial No
  - (ii) Nature of hindrance
  - (iii) Date of occurrence of hindrance
  - (iv) Period for which hindrance is likely to last
  - (v) Extension of time applied for by the contractor
  - (vi) Overlapping period, if any, giving reference to items which overlap
  - (vii) Net period for which extension is recommended

Tender Name: "**Provisioning of 100 mbps Internet Leased Line from 2 different ISPs for 3 years at Indian Aviation Academy, New Delhi**"

(viii) Remarks as to why the hindrance occurred and justification for extension recommended.

3. Project Manager's Recommendations. The present progress of the work should be stated and whether the work is likely to be completed by the date up to which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under Clause 32 of the agreement.

Signature of Project Manager

Signature of Accepting Authority

ANNEXURE-VII

**Equipment / Product Specifications & Compliance Statement**

(To be submitted with Technical bid)

(As per relevant 10.1.2 of section-II of Tender Document)

**Name of Work : - "Name of the work as given in Schedule-A Sr. No. 1" Tender No. : - "Tender No. as given in Schedule-A Sr. No. 2".**

Table A: Technical Specification for Enterprise class Internet Leased Line

S. No	Specifications	Complied/Not Complied
<b>A</b>	<b>General Specifications</b>	
<b>1</b>	The Bidder must be Class-A ISP license holder from DoT, Government of India. License should be valid for the full contract period	
<b>2</b>	Bidder must have Helpdesk 24 x 7 for registration of complaints and should have a contact number, email and online complaint registration system	
<b>3</b>	Bidder must have 24 x7 operational NOC for online/ telephonic resolution of issues related to this work	
<b>4</b>	Bidder shall have <b>their own (at least 1) International Internet Gateways &amp; (at least 1) Cable Landing Stations (CLS) and connectivity to at least 1 another International Internet Gateway and Cable landing station.</b> The gateways shall be peered with international peering points through different OFC in two different directions -- Trans-Atlantic & Trans- Pacific.	

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Annexure-VIII

S. No.	Details of the Vendor Firm/ Company				
1	Name of the Company:				
2	Name of the Directors as per MoA:				
3	Name of the Authorized signatory:				
4	Email Address:				
5	Phone/Fax:				
6	Email Address for correspondence:				
7	Detail of EMD	Name of the Bank	Amount	Whether Scanned EMD Copy submitted on portal	
8	Turn Over of the company for last three years	FY-2017	FY-2016	FY-2015	Annualized
9	GST No.				
10	PAN				
11	Date of Incorporation of the Company as per MoA (Copy Attached /Uploaded)				
12	<b>Proof of Execution of works</b>	Name of the work	Po ref. with date	PO Amt.	Remarks
12.1	Similar Work Experience 1				
12.2	Similar Work Experience 2				
12.3	Similar Work Experience 3				
13	<b>Date of completion of Certificates of the above said works</b>	Name & Desig. Of Signatory	Address	Contact number	Email Address
13.1	Similar Work Experience 1				
13.2	Similar Work Experience 2				
13.3	Similar Work Experience 3				
14	<b>Power of Attorney (Stamp Paper of Rs 100/-) in favor of signatory (attached)</b>	Yes or No			
15	<b>Acceptance letter as per <a href="#">Annexure-I</a> (Attached/Uploaded)</b>	Yes or No			
16	<b>List of Client references Attached /Uploaded</b>	Yes or No			

[ANNEXURE-X](#)

**PROFORMA FOR UNDERTAKING**

[TO BE SUBMITTED WITH PRE-QUALIFICATION BID]

To,  
Executive Director  
Indian Aviation Academy (NIAMAR Society),  
Behind Indian Spinal Injuries Centre,  
Vasant Kunj, New Delhi 110070.

Name of Work: - "Name of the work as given in [Schedule-A](#) Sr. No. 1" Tender No.: "Tender No. as given in [Schedule-A](#) Sr. No. 2"

Sub: Undertaking

Sir,  
In compliance with the tender requirement for the above referred work:

1. I/We undertake that, our firm or any of our firm's Partners or Directors have not been blacklisted and no case is pending and no complaint regarding irregularities is pending — in India or abroad — by any global international body like World Bank/International Monetary Fund/World Health Organization, etc. or any Indian State/Central Governments Departments or Public Sector Undertaking of India.
2. I/We undertake that our firm possesses the required tools, plants, skilled manpower, etc. required for execution of work as per the scope of this tender. I/We also undertake that no part of the scope of work shall be sublet or outsourced to any third party without written consent from IAA.
3. I/We undertake that, our firm or its Partners or its Directors or Sole Proprietor do not have any outstanding dues payable to the Indian Aviation Academy (NIAMAR Society).
4. I/We undertake that, the complete responsibility to carry out the works and their completion as per scope of the tender, shall be of our firm's only.
5. I/We undertake that, our firm or our subsidiary firm or our parent firm has not submitted Alternate or partial bid(s).

Dated:

Signature of the authorized signatory

Name \_\_\_\_\_

Email \_\_\_\_\_

Stamp \_\_\_\_\_

ANNEXURE-XI

**POWER OF ATTORNEY FORMAT FOR THE AUTHORIZED PERSON(S)**

(Bidder shall submit irrevocable power of attorney on a non-judicial stamp paper of Rs.100/  
Signed by authorized signatory as per Memorandum of Articles authorizing the persons, who are  
Signing this bid on behalf of the company)

**BY THIS POWER OF ATTORNEY** executed on \_\_\_\_\_ we \_\_\_\_\_  
\_\_\_\_\_ a Company incorporated under the Provisions of companies Act, 1956 having its Registered  
Office at \_\_\_\_\_ (hereinafter referred to as the "Company") do  
hereby severally appoint, constitute and nominate \_\_\_\_\_ official(s) of the  
Company, so long as they are in the employment of the Company (hereinafter referred to as the  
"Attorneys") to sign agreement and documents with regard Bid No. \_\_\_\_\_ due  
on \_\_\_\_\_ invited by Indian Aviation Academy (NIAMAR Society), Rajiv Gandhi Bhawan,  
Safdarjung Airport, New Delhi – 110 003 for "Provisioning of 100 mbps Internet Leased Line from 2 different  
ISPs for 3 years at Indian Aviation Academy, New Delhi" and to do all other acts, deeds and things the said  
Attorneys may consider expedient to enforce and secure fulfilment of any such agreement in the name  
and on behalf of the Company **AND THE COMPANY** hereby agrees to ratify and confirm all acts, deeds and  
things the said Attorneys shall lawfully do by virtue of these authorities hereby conferred.

**IN WITNESS WHEREOF**, this deed has been signed and delivered on the day, month and year first above  
written by Mr. \_\_\_\_\_ Authorized Signatory, duly authorized by the Board of Directors of  
the Company vide it's resolution passed in this regard.

By order of the Board  
For \_\_\_\_\_  
( \_\_\_\_\_ )

Authorized Signatory

Witness:

- 1.
- 2.

Attorney Signature of Mr. \_\_\_\_\_ -----

Attorney Signature of Mr. \_\_\_\_\_ -----

(Attested)

( \_\_\_\_\_ )  
Authorized Signatory

ANNEXURE-XIII

**(Non-Disclosure and Confidential Agreement) (Non-Disclosure Agreement)**

STRICTLY PRIVATE AND CONFIDENTIAL

This Agreement is made on the <<dd/mm/yyyy>>

BETWEEN

<< Name of the Contractor>> a company incorporated under the laws of India and having its corporate office at<< Address of the Contractor>> (hereinafter referred to as<<Contractor>>

AND

**Indian Aviation Academy (NIAMAR Society)**, a Government of India, Public Sector Undertaking constituted under the Airports Authority of Act 1994 having its office and principle place of business at its corporate headquarter at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi 110003 (hereinafter referred to as "**IAA**").

**WHEREAS** <<Contractor>> and **IAA** (hereinafter referred to as "the Parties") wish to engage in discussions with each other regarding potential business arrangements between the parties vide IAA PO/WO/Tender No. <<Details of PO/WO>> hereinafter referred to as "the Purpose").

**NOW THEREFORE**, to enable such discussions to proceed, each party ("Disclosing Party") understands that certain Confidential Information, as defined below, may need to be disclosed to the other Party ("Receiving Party")

- 1) All information and data relating to the purpose which is obtained, whether in writing, pictorially, in machine readable form or orally in connection with the discussions (including but without limitation, financial information, know-how, processes, ideas, (whether patentable or not), schematics, trade secrets, technology, customer lists (potential or actual) and other customer-related information supplier information, sales statistics, market intelligence, marketing and other business strategies and other commercial information of a confidential nature.
- 2) This Agreement, but does not include Confidential Information which is or becomes publicly available, other than as a result of a breach of this Agreement, or becomes lawfully available to either party from a third party free from any confidentiality restriction or any information required to be disclosed under any relevant law or regulation provided the affected party is given prompt notice of such requirements and the scope of such disclosure is limited to the extent possible or order of court provided that the Disclosing Party is given prompt notice of such order and (where possible) provided the opportunity to contest it.

**IN CONSIDERATION** of each Party's Confidential Information, each Party agrees to the following terms and conditions:

- 1) That the Receiving party shall use the Confidential Information only for the purpose. The Receiving Party shall treat the Confidential Information with the same degree of care and protection, as it would use with respect of its own Confidential Information.
- 2) That the Receiving Party shall not disclose any of the Confidential Information to any third Party, nor shall it use the Confidential Information for any purpose other than stated in clause 1 and except to the extent required by law, without the prior written consent of the Disclosing Party.
- 3) The Receiving Party shall not copy or reproduce in any way (including without limitation, store in any computer or electronic system) any Confidential Information or any documents containing Confidential Information without the Disclosing Party's consent.
- 4) The Receiving Party shall take all necessary steps and precautions to protect the Confidential Information against any un-authorized access and not to divulge any such Confidential Information or any Confidential Information derived there from to any third person.
- 5) The Receiving' Party shall immediately upon request by the Disclosing Party deliver to the Disclosing Party all material including all copies (if any) made under clause 3.
- 6) The Receiving Party shall not use the Confidential Information directly or indirectly to procure a commercial advantage over the Disclosing Party both during and after the completion of the purpose.
- 7) The Receiving party acknowledge that damages are not a sufficient remedy for the Disclosing party for any breach of any of the Receiving Party's undertakings herein provided and the Receiving Party further acknowledges that the Disclosing Party is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of those undertakings by the Receiving Party, in addition to any other remedies available to the Disclosing Party in law or in equity.
- 8) No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.
- 9) The Receiving Party does not acquire any intellectual property rights under this Agreement or through any disclosure hereunder, except the limited right to use such confidential Information in accordance with this Agreement. No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement or any use thereof except as may be otherwise agreed to in writing.



- 10) The Disclosing Party understands that the Receiving Party may currently, or in future, be developing information internally or receiving information from third parties that may be similar to that received from the Disclosing Party. Accordingly, nothing in this Agreement shall be construed as representation or inference that the Receiving Party will not develop any technology, information, know-how, processes or products, or have technology, information or products developed for it, that, without violation of this Agreement, compete with or are the same or similar to the technology, information, know-how, processes or products contemplated by the Disclosing party's Confidential Information.
- 11) Any dispute or difference arising at any time between the Parties hereto in relation to any undefined terms contained herein will be resolved through mediation between the senior management of the parties by each party appointing a person from their respective senior management as mediators. If the parties are unable to resolve the dispute within 30 (thirty) days through mediation between them, then the parties shall refer to the dispute to arbitration. The arbitrator shall be mutually decided between the parties. The arbitration shall be conducted under Indian Arbitration and Conciliation act of 1996. The place of arbitration shall be in New Delhi, India. The language of such arbitration shall be English.
- 12) The laws of the Republic of India shall govern the validity, construction and performance of this Agreement.
- 13) Nothing in this Agreement shall prejudice any Party's rights to seek injunctive relief in the courts of any competent jurisdiction.
- 14) This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of each Party and no failure or delay in enforcing and right will be deemed a waiver. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.
- 15) This Agreement may be terminated at any time by a party giving thirty (30) days prior written notice to the other party, provided that the obligations respecting the Confidential Information already provided hereunder shall survive any termination of this Agreement for a period of 2 years from the date of execution of this Agreement.
- 16) This Agreement has been made in order to keep the conditions of non-disclosure and confidentiality between <<Contractor>> & IAA for the documents and information to be provided by IAA to <<Contractor>> in connection with the award of work by IAA to

Tender Name: **“Provisioning of 100 mbps Internet Leased Line from 2 different ISPs for 3 years at Indian Aviation Academy, New Delhi”**

<<Contractor>> for <<Name of work>> vide IAA WO/PO /Tender no<<Details of WO/PO>>

IN WITNESS WHERE OF this Agreement has been executed by the duly authorized representative of each party on the day and year first above written.

For Contractor

For Indian Aviation Academy (NIAMAR Society)

**Signed** :  
**Name** :  
**Designation** :

**Signed** :  
**Name** :  
**Designation** :

SCHEDULE-A

**ADDEMDUM TO THE TENDER DOCUMENT**

**Name of Work:** - Procurement of “Name of the work as given in Schedule-A Sr. No. 1” Tender No.: “Tender No. as given in Schedule-A Sr. No. 2”

**Note:** To be read in conjunction with the Terms & conditions (Section-I, Section-II, Section-III & Section-IV of the Tender against the sections referred below.

Sr. No.	Section	Para No.	Sub-Para No.	Text to be read as
1.	II	6, 11	6.1.1, 6.1.2, 11.1	<b>Tender Name: “Provisioning of 100 mbps Internet Leased Line from 2 different ISPs for 3 years at Indian Aviation Academy, New Delhi”</b>
	III	1	1.1	
		Annexure	I, III, IV, V & VI I	
2.		Annexure	I, III, IV, V & VI I	<b>IAA/IT/Prov_ILL/2019-20</b> CPP Portal Tender ID – .....
3.	III	5	5.1	<b>a) Rs 17,15,000/-</b>
				b) Rupees Seventeen Lakhs Fifteen Thousand Only
4.	IV	2	2.1	<b>“8” Weeks” as per clause 4.2 of section V</b>
5.	IV	5	5.1	a) <b>“Five Years Warranty or comprehensive ”</b> or b) <b>“Unless specified otherwise in Tender Specifications”</b>
6.	IV	7	7.5	<b>“NIL”</b>

**Manager (IT)**

[SCHEDULE-B](#)**PRICE SCHEDULE**Name of Work: - Procurement of "Name of the work as given in [Schedule-A](#) Sr. No. 1" Tender No.: "Tender No. as given in [Schedule-A](#) Sr. No. 2"

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Unit cost Rs. P	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	13	53	55
1	<b>Recurring charges</b>						
1.01	Internet Leased Line - 100 mbps - 1:1 contention ratio- Uncompressed - Unshared - Entire link upto Last mile over Optical Fibre cable in self-healing ring topology	12	Qtrs	139583.00		<b>0.00</b>	INR Zero Only
2	<b>One-time charges</b>						
2.01	Non-recurring provisioning, test and commissioning charges	1	Lot	40000.000		<b>0.00</b>	INR Zero Only
<b>Total in Figures</b>						<b>0.00</b>	INR Zero Only

Quoted Rate in Words	<b>INR Zero Only</b>
-------------------------	----------------------

Note:

- 1 **GST on the applicable items at current prevailing rate shall be furnished by the bidder.**
- 2 **In E-tendering portal, there may be short description of Products/ items as described above due to constraint of space, for details refer Tender Document or description in detail on portal.**

**AUTHORIZED SIGNATURE**

\_\_\_\_\_

**NAME OF THE SIGNATORY**

\_\_\_\_\_

**NAME & ADDRESS OF THE  
TENDERER**

**To,  
Manager (IT)**