

TENDER DOCUMENT

TENDER Enquiry	Scope of work	T. E. No. & Date
TENDER FOR INSTALLATION AND UPGRADATION LAN AND WI-FI AT TEXTILES COMMITTEE, MUMBAI.	As defined in Tender document.	Tender T1/2015

Tender Document No.-**Receipt No.-****Date of issue – 13/5/2015****For Rs.1000/-(Non refundable)****By- Demand Draft/NEFT/ Banker's Cheque
(please tick appropriate)**

✂ Detach from here ✂

Name & Address of Bidder-**TEXTILES COMMITTEE
(Ministry of Textiles, Government of India)**The Director
Systems Cell

P. Balu Road, Prabhadevi Chowk, Prabhadevi, Mumbai-400 025.

Tel: 022-66527521, 022-66257500 Ext 219

Fax: 022-66527561, 66527509

E-mail: systems.tc@nic.in Web site: www.textilescommittee.gov.in**Issuing Authority****Shri R.R.Gorakhia
Director***Copy for Textiles Committee*

Signature & seal of the bidder

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Shri R.R.Gorakhia Director

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Note: Interpretation of any term/ word/ clause lies with the Textiles Committee.

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Tender Document No.-**Receipt No.-****Date of issue - 13/05/2015****For Rs.1000/-(Non refundable)****By- Cash/Demand Draft/Pay Order/
Banker's Cheque (please tick appropriate)****Name & Address of Bidder-**

**TEXTILES COMMITTEE
(Ministry of Textiles, Government of India)**

The Director
Systems Cell

P. Balu Road, Prabhadevi Chowk, Prabhadevi, Mumbai-400 025.

Tel: 022-66527521, 022-66257500 Ext 219

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Issuing Authority

**Shri R.R.Gorakhia
Director**

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Tender Notice No.: T1/2015

Notice Inviting Tender

Textiles Committee, Ministry of Textiles, Government of India, (hereinafter referred to as the “Textiles Committee”), invites sealed tender(s) in two-bid format for **“Installation and upgradation LAN and Wi-Fi** at the Head Quarters of Textiles Committee at Mumbai as per the specification given in the tender document. The document can be downloaded from the Textiles Committee Website at URL Link <http://www.textilescommittee.gov.in>. Interpretation of the terms and conditions and other related issues in the tender would rest with Textiles Committee Only. Tenders without EMD shall not be considered. Important Schedule of Tendering process is given below:

Approximate Cost of Work	Rs. 10,00,000
Amount of Earnest Money Deposit	Rs. 20,000
Cost of Tender Form	Rs. 1,000

Important Dates and Timings Table:

Sl.No.	Description	Date & Time	Venue
1	Availability of Tender Documents on Textiles Committee website	13/5/2015-08/06/2015	www.Textilescommittee.gov.in
2	Inspection/Visit to Site by interested bidders <i>Please request in advance by sending an email to systems.tc@nic.in</i>	13/05/2015-27/05/2015 <i>(during working hours)</i>	Server Room Textiles Committee

Sl.No.	Description	Date & Time	Venue
3	Pre-bid meeting <i>All pre BID queries have to be submitted in writing on or before 20/05/2015 as per format given in the Instruction to tenderer) via email to systems.tc@nic.in</i>	22/05/2015 1100 hrs	Conference Room Textiles Committee
4	Upload after addendum, if any	27/05/2015	www.Textilescommittee.gov.in
5	Submission of tender	08/06/2015 1530 hrs	Conference Room Textiles Committee
6	Opening of Technical bids	08/06/2015 1600 hrs	Conference Room Textiles Committee

Note: It is mandatory to submit the tender fees of Rs 1,000 only in the form of DD/ BC/ or NEFT Transfer in favor of "Textiles Committee" payable at Mumbai to participate in Pre-bid meeting and/or to carry out inspection of the site.

All Dates are in dd/mm/yyyy format and time in 24hr format

All the pages of the Technical / Financial Bid shall be page numbered sequentially and all the relevant supporting documents as required must be enclosed. Offer in the financial bid shall be written in English and price shall be written in both figures and words. The offer shall be typed or written in ink pen or ball pen. Use of pencil will be ignored.

Envelope of technical bid & financial bid shall be individually sealed and then placed in a third envelope, to be sealed and super scribed with tender name "Installation and Upgradation of LAN and Wi-Fi" and tender number T1/2015, due date of submission and address to:

The Director – Systems Cell
Textiles Committee
Ministry of Textiles, Government of India
P Balu Road, Prabhadevi Chowk,
Prabhadevi
Mumbai 400025

Sealed tender shall reach Textiles Committee; latest by **(08/06/2015 by 1530 Hrs)**. No tender will be entertained by E-mail or FAX. Filled in Tender documents which are hand delivered has to be dropped in the Tender box kept for the purpose at aforesaid address.

Filled in Tender documents sent by Post/Courier services will be received by systems Cell of Textiles Committee and after making inward entry for date & time, the same shall be dropped in the Tender box. Tender(s) received beyond the last date of submission will be rejected

Technical bid(s) will be opened **on 08/06/2015 1600 hrs** in the Conference room of Textiles Committee in the presence of the tenderer(s) or their authorized representative(s), who are present at the scheduled date and time. The representative shall bring authorization letter to the Bid opening as per **Annexure- I**. Date and time of the opening of the financial bid(s) will be decided after the technical bid(s) have been evaluated by the Textiles Committee. The financial bid(s) of only those tenderer(s) will be opened, who qualifies the technical evaluation, on the specified date and time. The date, time & place of opening of the financial bid(s) will be intimated in due course of time. In the event of the due date of receipt and opening of the tender being declared as a holiday for Textiles Committee, then due date of receipt / opening of the tender will be the next working day at the same time.

The tenderers are requested to read the tender document carefully and ensure to compliance with all the instructions therein. Non-compliance of the instructions contained in this document will disqualify the tenderer from the tendering exercise.

Textiles Committee reserves the right to select certain items in single or multiple units and reject the others or all as mentioned in the schedule and to revise or alter the specifications before acceptance of any tender and accept or reject any or all tenders, wholly or partly or close the tender without assigning any reason whatsoever. Corrigendum/Addendum, if any, shall be published on Textiles Committee Website only.

Director

Introduction

The Parliament in its 14th year of the Republic enacted the Textiles Committee Act, 1963 (41 of 1963). Textiles Committee is a statutory body with perpetual succession. The Textiles Committee is under the administrative control of the Ministry of Textiles, Government of India.

The Committee has, in its ambit a vast range of functions and activities like scientific, technological and economic research, export promotion, inspection, testing, establishment of laboratories and test houses, collection of statistics for market study and research and rendering advice on all matters relating to the development of textile industry and production of textile machinery.

The Committee consists of a Chairman, nominated by the Government of India, the Textile Commissioner, who is the ex-officio Vice Chairman and 21 other members comprising senior Government Officers and prominent persons from the textile industry and trade. The Member Secretary of the Committee is the Chief Executive of the organization. The Headquarter of the Committee is at Mumbai with 29 Regional Offices covering all important textiles production and export centers in the country.

Textiles Committee at its Head Quarters, Mumbai, has built its own office building in 2004. As a turnkey project, networking in the building was carried out by the contractor. 3Com switches of the then prevalent technology were installed in the building. Over a period of 10 years, there is decay in some of the switches. Moreover, with the advent of technology, requirement of IPv6, and considering the requirements of the future computers and peripherals it was proposed to revamp the entire Local Area Network infrastructure in its Head Quarters, Mumbai to meet the current requirements and standards. The current deployment provides for about 250 ports based on Layer 2 and Layer 3 switches (3Com) spanning five floors in two wings. It was proposed to replace the obsolete and out of service switches with new switches compliant to IPv6 guidelines Issued by Government of India. Further, the executive floor & boardroom would be Wi-Fi enabled.

Textiles Committee has prepared a deployment plan and tentative number of data ports for up-gradation of LAN and Wi-Fi that cover the desired areas as per chapter 2. Tenderer is free to inspect the sites before quoting for the Tender, if they desire so. The specifications given in this tender is bare minimum only. Tenderer is free to propose an alternative more efficient campus network plan. However the evaluation will be based solely on the specifications given in this tender document. Details of the tenderer offering this quote must be enclosed in prescribed format (**Annexure –IV**).

Chapter-1: Terms and Conditions – General

1.1 Tender documents

- 1.1.1 Tender documents shall be published on the Textiles Committee Website at URL Link <http://www.textilescommittee.gov.in>. The cost of the tender form is Rs. 1000/- (Rupees One Thousand Only) payable by Demand Draft/Banker's Cheque/NEFT transfer in favour of "Textiles Committee" payable at Mumbai. The Director, Systems Cell, Textiles Committee, Mumbai shall be the tender issuing authority.
- 1.1.2 Upon conclusion of pre-bid meeting, modifications, if any, made in the above documents will be done by addenda /corrigenda, copies of which will be published on the Textiles Committee Website at URL Link <http://www.textilescommittee.gov.in> only. Copy of the addenda / corrigenda shall be signed, sealed and submitted along with the technical bids. The bidder shall not make any additions/ deletions to or amend the text of the documents except in so far as may be necessary to comply with any addenda / corrigenda issued.

1.2 Definitions

- 1.2.1 **"Buyer"/"Purchaser"** means Textiles Committee, Ministry of Textiles, Government of India, P. Balu Road, Prabhadevi Chowk, Prabhadevi, Mumbai – 400025.
- 1.2.2 **"Bidder"** means the individual or the firm who participates in the tender and submits the bid.
- 1.2.3 **"Supplier"** means the individual or the firm who is the successful bidder supplying and commissioning of the tendered items.
- 1.2.4 **"Purchase Order"** means the order placed by the Purchaser on the Supplier for the supply and commissioning and fulfilling other conditions as required in the tender. This shall be deemed as "Contract".
- 1.2.5 **"Installation"** means the all the equipment(s) are placed in position, connected and ready for use.
- 1.2.6 **"Satisfactory Installation/ Commissioning"** mean the faultless functioning of the equipment for a minimum period of 30 days after installation.

1.3 Pre – Qualification Criteria:

- 1.3.1 Only manufacturer(s) or their authorized distributor / agents are eligible to bid / negotiate / conclude the order against this tender. Authorization from the manufacture must be enclosed in the prescribed format (Annexure II) must be enclosed with technical bid
- 1.3.2 The tenderer shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs.20,000/- (Rupees twenty thousand only) which is refundable by way of Demand Drafts / Banker Cheque / NEFT only. The demand drafts shall be drawn in favour of “Textiles Committee” payable at Mumbai. The demand draft/banker Cheque for earnest money deposit must be enclosed in the envelope containing the technical bid. For NEFT transaction the transaction slips indicating the unique transaction number shall be enclosed as a proof of payment.
- 1.3.3 A non-refundable amount of Rs.1,000/- (Rupees One Thousand only) being the cost of tender has to be paid before the pre-bid meeting and/or carrying out inspection of the site by way of Demand Draft/Banker Cheque in favour of “Textiles Committee” payable at Mumbai. The amount can also be transferred by NEFT.
- 1.3.4 Details of Textiles Committee Account for NEFT banking transaction are:

IFSC Code: SBIN0000290; Current Account No: 10865756128; State Bank of India, Worli (North)

- 1.3.5 The tenderer shall be reputed System Integrator/ OEM authorized representative and must have minimum turnover of **3 Crore** (annually) during last three financial years (FY 11-12, FY 12-13, FY 13-14). Financial statement showing annual turnover and net profit duly certified by **Chartered Accountants** for the last three financial years shall be attached.
- 1.3.6 The tenderer shall be in existence for last 10 years and in business of Networking for the last 5 years minimum. The tenderer also shall have their own after sales support facilities at least in one place in Mumbai Region.
- 1.3.7 The System Integrator/ Tenderer must have successful executed orders in any combination of the below mentioned amounts during last three financial years i.e. 2011-12, 2012-13, 2013-14 for similar (Wired) projects.

One (1) order of 10 lakhs or three (3) orders of minimum Rs 5 Lakhs each. (Certificate for Successful installation and project completion from the client shall be enclosed).

- 1.3.8 The tenderer shall not have been debarred or blacklisted by any Central / State Government Departments of India. A letter to that effect on the Company letter head signed by the authorized person must be enclosed with the technical bid in prescribed format. The proforma is attached with the tender as Annexure – III.
- 1.3.9 All Switching Components like Core Switch, Distribution Switches, and Access Switches shall be of single OEM (same make) and all Wi-Fi Components like WLAN Controllers, Access Points and POE injectors shall be of single OEM (same make). Operating System Software (OS) of all active components shall be same for ease of management and upgrades. The proposed OEM should be present in the latest Gartner Magic Quadrant for the wired and wireless LAN Access Infrastructure as Leaders or Visionaries.
- 1.3.10 All passive components like CAT6 UTP Cable, Patch Panel, Patch Cord, Information Outlets etc, used in the project shall be from reputed OEM. The passive components shall be from same OEM except Racks.
- 1.3.11 The offered products in the solution against the supply order shall be latest version and shall not be end of life for next 5 years, however if any product which is declared end of life product by OEM during the supply period of material, in this case the tenderer shall supply replaced model or next higher model/version of the product.
- 1.3.12 Signed & stamped compliance sheet (Annexure-VII) of the technical specification of the goods with technical printed literature along with Bill of Quantities (BOQ) mentioning all the terms & conditions clearly, must be enclosed with the technical bid.
- 1.3.13 The tenderer shall submit the copy of the tender document and addenda thereto, if any, with each page signed and stamped to confirm the acceptance of the entire terms and Conditions of the tender.
- 1.3.14 The tenderer who has not complied with the conditions of prequalification criteria and / or fail to submit the required documents in prescribed format as mentioned / or required / or conditional tender are liable to be summarily rejected.

1.4 Earnest Money Deposit (EMD):

- 1.4.1 The tenderer shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs.20,000/- (Rupees twenty thousand only) which is refundable by way of Demand Drafts / Banker Cheque / NEFT only. The demand drafts shall be drawn in favour of “Textiles Committee” payable at Mumbai. The demand draft/banker Cheque for earnest money deposit must be enclosed in the envelope containing the technical bid. For NEFT transaction the transaction slips indicating the unique transaction number shall be enclosed as a proof of payment.

- 1.4.2 Textiles Committee will not be liable to pay any interest on Earnest Money Deposit (EMD).
- 1.4.3 The Demand Draft/Banker Cheque for earnest money deposit must be enclosed in the envelope containing the technical bid. In case of payment by NEFT the transaction slip need to be enclosed. Technical bid found without earnest money deposit will be rejected.
- 1.4.4 The earnest money deposit shall be forfeited, if the tenderer withdraws its bid during the period of tender validity as mentioned in validity clause at page 16.
- 1.4.5 The earnest money deposit of the tenderer, whose tender has been accepted, will be returned on the submission of the performance security. Earnest money deposit of the successful tenderer shall be forfeited, if it refuses or neglects to execute the order or fails to furnish the required performance security within 15 days from the date of purchase order.
- 1.4.6 After the award of the contract to the successful tenderer, the earnest money deposit of the unsuccessful tenderer(s) will be refunded within 30 days.

1.5 Pre-Bid Meeting:

- 1.5.1 A pre-bid meeting will be held in the conference room of Textiles Committee on 22/05/2015 at 1100 hrs. It is mandatory to submit the tender document cost of Rs 1000 in the form of DD/BC/or NEFT transfer in favour of Textiles Committee, payable at Mumbai to participate in the pr-bid meeting and/or to carry out the inspection of the site.
- 1.5.2 All pre BID queries have to be submitted in writing to Director – Systems Cell, Textiles Committee on or before 20/05/2015 in the format given below on the letter head of the company. No queries will be entertained after this allotted time frame.

Sl.No.	Page No	Clause /Point No.	Subject	Clarification Sought	Remarks (if any)

- 1.5.3 Maximum two persons (OEM/ System Integrator) will be allowed to attend the Pre-bid meeting. Interested tenderer may choose to attend pre-bid meeting at own cost.
- 1.5.4 As a result of the discussion in the pre-bid meeting, if it is considered necessary to modify the technical specifications or any tender conditions, the same shall be

carried out. The modified tender documents will again be uploaded on the Textiles Committee website by 29/05/2015 for the information of all prospective tenderers.

Note: It is mandatory to submit the proof of payment of the cost of the tender document to participate in the pre-bid meeting/ inspect the site.

1.6 Authority of Signing

- 1.6.1 The authorized person of the bidder shall sign on all pages of tender documents with the company/firm's stamp. The full name of the person authorized to file the tender, designation, current and main office address, Phone No., Fax No. & E-mail address shall be indicated in the tender.
- 1.6.2 If the tender is submitted by an individual, it shall be signed by him. In case of proprietary firm, it shall be signed by the proprietor with the firm's seal. If the tender is submitted by a partnership firm, it shall be signed by all the partners of the firm or by a partner holding the power of attorney for the firm for signing the tender with the partnership firm's seal. If the tender is submitted by a limited company or a corporation, it shall be signed by a duly authorized person or the person holding the power of attorney for signing the tender with the company seal. A self attested copy of the power of attorney shall accompany the technical tender.

1.7 Tender Packing & Submission

- 1.7.1 Signing of all pages of the tender document and submission of the tender by the bidder implies that he has read tender documents and has made himself aware of the specifications of components and the terms & conditions, satisfied himself before tendering as to the correctness and sufficiency of his tender and about the rates quoted by him and cover all his obligations under the tender.
- 1.7.2 The bidder shall be deemed to have full knowledge of documents and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- 1.7.3 Any other Hardware or item required to implement the total solution shall be listed separately in the Bill of Material (BOM). The quantity mentioned in the BOM is approximate and given for working lowest quote. All active network components (switches, wireless controller, Wireless Access Points, NMS) shall be from established companies. All passive components shall be from the same manufacturer(s). The tenderer shall also submit a detailed un-priced Bill of Material in tabular format with complete product part codes, product description along with page number, quantity, etc. This detailed un-priced BOM shall be enclosed with the technical compliance.

- 1.7.4 Tender shall be submitted in two parts, **Part – I (Technical Bid) & Part – II (Financial Bid)**. Envelope of Part – I shall be super scribed as “Tender for Installation and Upgradation of LAN and Wi-Fi”, Part – I Technical Bid” and Envelope of Part – II shall be super scribed as “Tender for Installation and Upgradation of LAN and Wi-Fi”, Part – II Financial Bid”. Both the bids shall be placed in a third envelope and super scribed with tender name “Installation and Upgradation of LAN and Wi-Fi” and tender number T1/2015, due date of submission and address to:

<p>The Director – Systems Cell Textiles Committee Ministry of Textiles, Government of India P Balu Road, Prabhadevi Chowk, Prabhadevi Mumbai 400025</p>

- 1.7.5 The tender shall be filled in English. All accompanying literature and correspondence shall also be in English. An indicative list of contents for Part – I (Technical Bid) and Part II (Financial Bid) is given in “Check List for submission of bid” placed at the end of this document .
- 1.7.6 The tender shall be submitted before the scheduled date & time and at the address mentioned in the Tender Notice. Any tender received after this date and time shall not be accepted & entertained. Tender sent through E-mail, Fax and Telex etc., shall not be entertained.
- 1.7.7 Tender can be submitted personally or can be sent through post/courier services at the address mentioned in the Tender Notice. Filled in Tender documents which are hand delivered has to be dropped in the Tender box kept for the purpose.
- 1.7.8 Bidder desiring to send the tender document through post/courier services may please ensure that the same reaches before the time and date stipulated. Textiles Committee shall not be responsible for any transit delay. Tender documents sent by Post/Courier services will be received by systems Cell of Textiles Committee and after making inward entry for date & time, the same shall be dropped in the Tender box.

1.8 Price

- 1.8.1 Prices quoted by the bidders should include all local taxes, VAT, duties, levies, transportation costs, back-to-back support with OEM during Warranty and insurance costs till the equipment is accepted.
- 1.8.2 Octroi, if applicable, will be reimbursed extra at actual, on production of original receipt which should be in the name of Textiles Committee.

- 1.8.3 Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.
- 1.8.4 Further, subsequent to the orders being placed/agreement executed, the Bidder shall pass on to the Textiles Committee all fiscal benefits arising out of reductions in Government Levies viz., Sales Tax, Excise Duty, Custom Duty etc. Otherwise rates are firm during the entire contract period.
- 1.8.5 Textiles Committee shall not provide Form-C or Form-D and supplier will have to arrange for any road permit, if required, on behalf of Textiles Committee.

1.9 Validity:

- 1.9.1 Quoted rates must be valid for a period of 90 days from the date of the closing of the tender. The overall offer for the assignment and tenderer quoted price shall remain unchanged during the period of validity. If the tenderer quotes the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.
- 1.9.2 In case the tenderer withdraws, modifies or changes his offer during the validity period, the tender is liable to be rejected and the earnest money deposited shall be forfeited without assigning any reason thereof. The tenderer shall also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

1.10 Payment Terms:

- 1.10.1 No advance payment will be made under any circumstances.
- 1.10.2 Payments can however be made based on the milestones achieved on the project. Indicative milestones for the project are
- Receipt of the material in good condition at Textiles Committee
 - Satisfactory installation and commissioning
 - Handover of equipments' in faultless working condition

Tenderers are hereby requested to quote the prices accordingly.

- 1.10.3 Payment for all miscellaneous items like racks, connectors shall be made on actual basis as per measurement at site.
- 1.10.4 All payments will be made in Indian Rupees only by Multi City Cheque / electronic payments.

1.11 Tender Evaluation:

1.11.1 Technical bid(s) will be opened on date and Time in the Conference room of Textiles Committee in the presence of the tenderer(s) or their authorized representative(s), who are present at the scheduled date and time. The representative shall bring authorization letter to the Bid opening as per Annexure-I. Date and time of the opening of the financial bid(s) will be decided after the technical bid(s) have been evaluated by the Textiles Committee. The financial bid(s) of only those tenderer(s) will be opened, who qualifies the technical evaluation, on the specified date and time. The date, time & place of opening of the financial bid(s) will be intimated in due course of time. In the event of the due date of receipt and opening of the tender being declared as a holiday for Textiles Committee, then due date of receipt / opening of the tender will be the next working day at the same time.

1.11.2 Textiles Committee will evaluate the entire tenders, strictly on the basis of the terms & conditions incorporated in the tender document and terms, conditions etc. as stipulated by the tenderer(s) in their tender to determine whether these are in compliance to all respects, as specified in the tender document.

1.11.3 Evaluation of the proposals shall be done in two stages as:

1.11.3.1 Stage – I (Technical Evaluation)

Technical evaluation of the proposals shall be done in two stages as:

Sub-Stage –I A (Essential pre-qualification criteria)

Textiles Committee will examine all the bid(s) to determine whether they qualify the essential prequalification criteria, whether tenderer has submitted the EMD with technical bid along with all the documents as mentioned / or required in the tender document. Further whether all the documents are in prescribed format and have been properly numbered, signed & stamped and complete and generally in order. Tender(s) which will not qualify Sub-Stage–A are to be treated as unresponsive and will be rejected.

Sub-Stage –I B (Technical Specification)

Textiles Committee will examine the detailed technical specification of the quoted model, whether these are complying with the specifications as mentioned in of tender document. The tender which is not in compliance with the tender specifications will be summarily rejected.

After the evaluation of technical bid(s), a list of the tenderer(s) who qualify the technical evaluation (Sub – Stage – A & B) shall be made. Shortlisted tenderer(s) shall be informed for the date, time and place of opening of the financial bid(s)

and they may depute their representative/s to attend the opening of the financial bid(s). The financial bid(s) of the only technically responsive tenderer(s) will be opened.

1.11.3.2 Stage – II (Financial Evaluation):

Financial bid(s) of the only technically responsive tenderer(s) will be opened for financial evaluation. Prices shall be inclusive of Taxes & duties as applicable. The financial bid(s) will be evaluated on the basis of the total cost as quoted including the installation charges. The quoted rates shall be applicable for government organizations and if any cost advantage received in lieu thereof shall be passed on to Textiles Committee.

If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.

The rates shall be quoted in Indian Rupees (INR) on FOR at destination site basis in the prescribed format (Annexure– VIII) with complete description. Name of the manufacturer, model number must be indicated clearly, failing which the same shall be liable for rejection. The words “Not Quoting” shall be clearly written against any item of equipment for which the tenderer is not quoting.

The total cost of all the components [hardware and software to complete the solution] with three years warranty would be considered for evaluation of commercial bids.

1.12 Award of Contract:

Textiles Committee will award the contract to the successful Bidder, whose Bid has been determined to be substantially responsive and is the lowest commercial Bid – L1 (hereinafter referred to as the “Supplier”) through the process mentioned in clause 1.7 above.

1.13 Performance Security:

After the award of work, the supplier shall be required to submit the performance security in the form of irrevocable bank guarantee in the prescribed format (Annexure – VI) issued by any Nationalized Bank / or Fixed Deposit Receipt, for an amount equal to the 5% of order value within a period of 15 days and it will be kept valid for a period of 60 days beyond the date of completion of warranty period. Performance Security will be returned after completion all the contractual obligations.

1.14 Delivery, Installation & Commissioning:

- 1.14.1 All the goods ordered shall be delivered within 8 weeks from the date of the receipt of the purchase order and satisfactory installation / commissioning and handover of the equipment will be completed within 2 weeks from the date of receipt of the material at Textiles Committee premises and it will be ready to use within 8 weeks on faultless working condition from the date of the receipt of the material or within such time as may be extended by Textiles Committee.
- 1.14.2 **Satisfactory Installation:** Satisfactory installation / commissioning and handing over of the equipment mean the faultless functioning of the equipment for a minimum period of 30 days after installation.
- 1.14.3 Liquidated Damages (LD): If the supplier fails to perform the satisfactory installation and commissioning of the equipment and/ or which is not ready to use within stipulated time then penalty at the rate of 1% per week subject to maximum of 10% of the order value will be deducted.
- 1.14.4 Extension of Delivery & Installation Period: If the supplier is unable to complete the project / order within the stipulated time, for which the supplier is responsible, it is required to request for the extension of the delivery period, it may be extended by competent authority if so desired.
- 1.14.5 In case the supplier fails to complete the order / project within the stipulated time, Textiles Committee reserves the right to cancel the contract / order and performance security / EMD shall be forfeited.

1.15 Warranty:

- 1.15.1 All active components shall carry at least three (3) years warranty with Next Business Day (NBD) replacement/service.
- 1.15.2 Guaranty/ Warranty Certificate shall be furnished by the supplier in the following format on the company letter head.

It is certified that the stores supplied are brand new, unused, non-refurbished and original and they full confirm to the technical specifications and description given in the tender documents/purchase order. It is further certified that the supplied stores are covered by the OEM Guaranty/Warranty.

1.16 Fall Clause:

The bidder undertakes that he has not supplied/is not supplying the similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU

and if it is found at any stage that the similar product/ systems or sub-system was supplied by the BIDDER to any Ministry/ Department of the Government of India or PSU at a lower price, then that very price, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

1.17 Training of Personnel:

The supplier shall be required to undertake to provide the technical training to the personnel involved in the use of the equipment at Textiles Committee premises on administration and troubleshooting of the network and services, immediately after completing the installation of the equipment.

1.18 Tender Preparation Expenses and Site Preparation:

- 1.18.1 All costs incurred by the tenderer in the preparation of the tender, presentation and of negotiating the contract including the site visits etc. will be borne by the tenderer themselves and in no case will be reimbursable by Textiles Committee.
- 1.18.2 The supplier shall inform to Textiles Committee about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which Textiles Committee shall arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter.
- 1.18.3 The supplier shall visit Textiles Committee and see the site where the equipment is to be installed and may offer his advice and render assistance to Textiles Committee in the preparation of the site and other pre installation requirements.

1.19 Force Majeure:

Any delay due to Force Majeure will not be attributable to the tenderer. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; radioactive contamination or ionizing radiation etc.

1.20 Inspection and Tests:

- 1.20.1 The purchaser or his bona fide representatives shall have the right to inspect the works, offices, showrooms, service centres of any bidder, for verification of facts furnished by the bidder in support of his bid documents, and the bidder is bound to answer any query made by the purchaser.

- 1.20.2 The purchaser or his representative shall have the right to inspect and test the goods. Where the purchaser decides to conduct such tests in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like testing instruments and other test gadgets including access to drawing and production data shall be furnished to the inspectors at no charge to the purchaser.
- 1.20.3 The Supplier shall provide complete and legal documentation of Systems, all subsystems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Textiles Committee against any levies/penalties on account of any default in this regard.
- 1.20.4 In case of products having satisfactory test reports from International Laboratory Accreditation Cooperation (ILAC) or their worldwide affiliated/recognized labs or NABL approved labs, it would be sufficient to consider the products of requisite quality for acceptance without insistence for any further testing.
- 1.20.5 Nothing stated herein above shall in any way release the Supplier from any warranty or other obligations under this Contract

1.21 Termination of Insolvency:

The purchaser may at any time terminate the contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent, as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

1.22 Termination for Default:

The purchaser may without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate this contract in whole or in part, if the supplier fails to deliver any or all the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to relevant Clause fails to perform any other obligation(s) under the contract; and in either of the above circumstance(s), does not remedy his failure within a period of 30 days (or such longer period as the purchaser may authorize, in writing) after receipt of the default notice from the purchaser. In the event the purchaser terminates the contract in whole or in part, pursuant to Clause above, the performance guarantee of the supplier shall be forfeited in full.

1.23 Applicable Laws:

- 1.23.1 The Contract shall be interpreted in accordance with the laws prevalent in India.

- 1.23.2 *Compliance with all applicable laws:* The supplier shall undertake to observe, adhere to, abide by, comply with and notify the Textiles Committee about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Textiles Committee and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- 1.23.3 *Compliance in obtaining approvals/ permissions/ licenses:* The supplier shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Textiles Committee and its employees/ officers/ staff/ personnel/ representatives/ agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Textiles Committee will give notice of any such claim or demand of liability within reasonable time to the supplier .

1.24 Resolution of Disputes:

- 1.24.1 It will be the Textiles Committee's endeavor to resolve amicably any disputes or differences that may arise between the Textiles Committee and the supplier from misconstruing the meaning and operation of the Tender and the breach that may result.
- 1.24.2 In case of dispute or difference arising between the Textiles Committee and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Textiles Committee and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint a presiding arbitrator (Umpire) before entering on the reference. The decision of the presiding arbitrator shall be final.
- 1.24.3 The supplier shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Textiles Committee or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the presiding arbitrator, as the case may be, is obtained.

- 1.24.4 Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- 1.24.5 Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.
- 1.24.6 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

Read and accepted.

(Signature of the Tenderer)

Name:
Designation:
Contact No:
E-Mail ID:

Chapter-2: Schedule of Requirements & Scope of the Work

2.1 Scope of work

- 2.1.1 The scope of work shall consist of Supply, installation, preparation of design, drawings, test and commission of switches, access points, wireless LAN controllers, Network Management Software, related accessories and software as per the specifications outlined in the tender document in all respects and its warranty with the objective of interconnecting PCs and Servers within the sections.
- 2.1.2 The System Integrator / Supplier shall provide complete end to end solution, configuration, administration and operational documentation of overview, implementation instructions, backup procedure etc. It shall be short, simple and shall include pictures/illustrations showing operator procedures, if necessary. Network documentation along with labeling of cables, I/Os, jack panel, switches and access points.

2.2 Items Required

- 2.2.1 Equipment furnished shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally provided with such equipment's and/or needed for erection, completion and safe operation of the equipment's as required by applicable codes though they may not have been specifically detailed in the technical specification, unless included in the list of exclusions.
- 2.2.2 All hardware and software must be IPv6 compliant.
- 2.2.3 Items Required (BOQ)

Sl. No.	Item	UOM	Qty
1	Layer 3 Managed switch 24 port 10/100/1000	Nos.	2
2	Layer 2 Managed Switch 24 port 10/100/1000	Nos	13
3	Wireless Access Point	Nos	2
4	Network Management Software	Nos	1
5	9U Rack with cable manger, power supply, fan and h/w mounting kit	Nos	4
6	15U Rack with cable manger, power supply, fan and h/w mounting kit	Nos	2
7	Loaded patch panel	Nos	15

- 2.2.4 Quantities shown above will be considered for comparison of offers of the firms. However payment will be made only for actual work carried out based on measurement/count after installation.

2.3 Installation

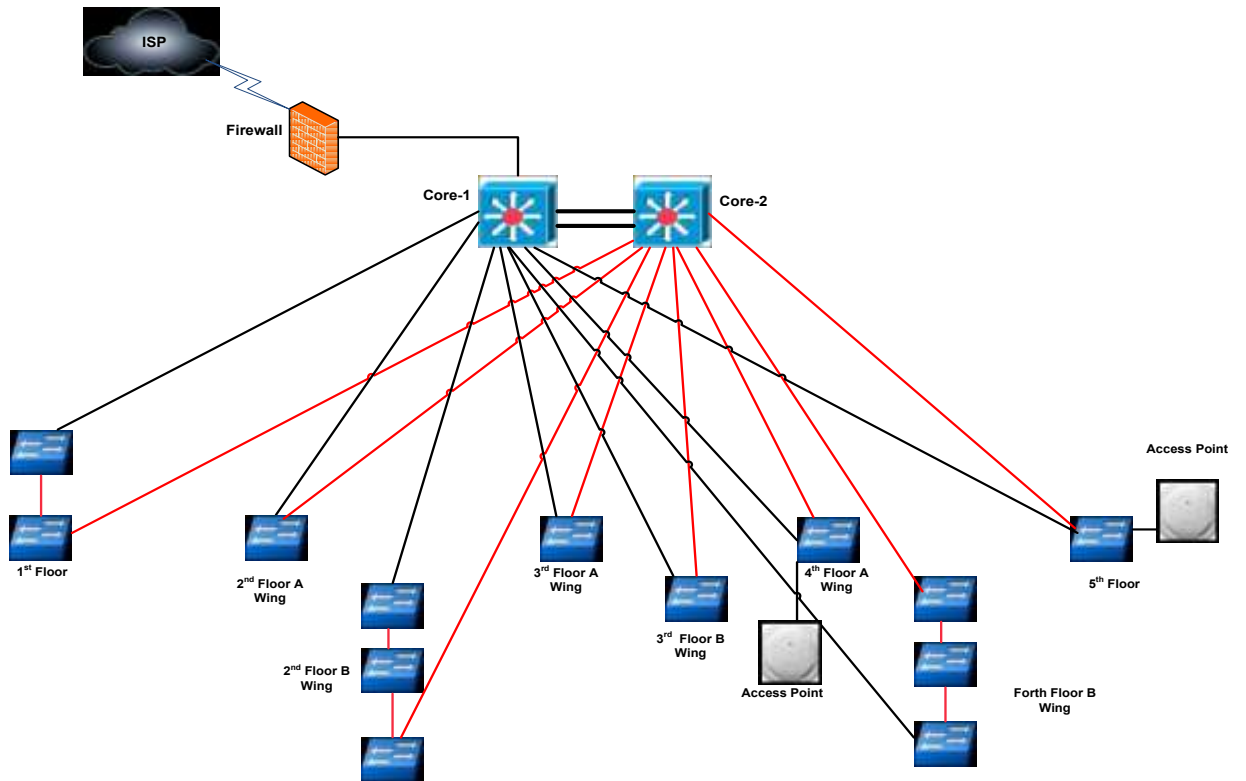
- 2.3.1 A pair of CAT 6 UTP cable has been laid to each wing in floor from the core switch. Similarly all work stations/cabin/reception area has been wired to the access switches. All cables have been terminated to the patch panel and thereafter to the existing switches.
- 2.3.2 The supplier shall carry out requisite steps to integrate the existing bandwidth connectivity and firewall (Cyberoam CR50ia).
- 2.3.3 The supplier shall install racks (wherever required) in lieu of the old racks and position switches, accessories etc. and connect/program them as per the design and terminate the cables on the patch panel or Information Outlet. Damaged cable if any may be replaced.
- 2.3.4 The supplier shall perform the services in accordance with generally accepted standards and practices used in the industry and with professional engineering and consulting standards.
- 2.3.5 The work shall be in compliance with all applicable standards, statutory regulations and safety requirements in force of the date of award of this contract.
- 2.3.6 The supplier shall also be responsible for deputing qualified personnel for installation, testing, commissioning and other services under his scope of work. All required tools and tackles for completing the scope of work is also the responsibility of the bidder
- 2.3.7 The methodology of cabling and installation work, to be adopted, has to ensure minimum damage to the existing finish/ structure. Cables must be tested after connecting at both ends. The supplier shall bring all testing equipment.
- 2.3.8 All the cables, connectors, sockets, panel's etc. shall be labeled for identification purpose. The firm shall be responsible to draw complete site plan and network layout in the form of diagram or chart of work done and the equipment installed at the site. Complete Network Architecture in detail shall be submitted by the supplier to the Textiles Committee in soft as well as hard copy.
- 2.3.9 Records of software licenses and versions of software installed.
- 2.3.10 A single point of contact shall be provided for the networking and maintenance

2.4 Other requirements

- 2.4.1 All the proposed solution shall be managed from a centralized location and support Zero Configuration on end-user device (e.g. DHCP).

- 2.4.2 Network segmentation and Network Monitoring through network management Software for wired and wireless in such a fashion that there shall be seamless integration of Wireless & Wired infrastructure. Design of multiple VLANs and IP addressing scheme for the wired and wireless network and configure the wired and wireless to implement the design.
- 2.4.3 Design and Implementation of wired and Wireless LAN security and authentication system for providing secure access to users and guests.
- 2.4.4 The solution must support retaining of usage specific data such as:
- Information identifying the user of the session.
 - Identity of the device used of the session – Source IP and Port, NAS ID, MAC Address etc.
 - Session start and end time. (Time Stamp)
 - IP address used
 - Protocol used
 - The location connected from.
 - URL Information
 - User Authentication details (provided at the time of authentication).
- 2.4.5 The solution shall be scalable for future expansion without capacity throughput, or other performance constraints.
- 2.4.6 The system shall be able to provide network and internet access to any device which is Wi-Fi enabled. The user can access the internet on any of their smart devices such as Smart Phones, Laptops and Tablets etc. regardless of software browser and operating system.
- 2.4.7 Solution shall provide individual usage statistics including but not limited to:
- Number of network users on the system at any time
 - Average time duration for which the internet was utilized
 - Number of users who attempt to access black listed sites and a list of the site sites they attempted to access
 - Reporting by the URL accessed by the users.

2.5 Network Diagram: Tentative Network Design and Data Ports



Floor	DP	AP	L3	L2
G Floor	0	-	2	-
1 st Floor – A Wing	48	-	-	2
2 nd Floor – A wing	24	-	-	1
2 nd Floor – B wing	72	-	-	3
3 rd Floor – A wing	24	-	-	1
3 rd Floor – B wing	24	-	-	1
4 th Floor – A wing	24	1	-	1
4 th Floor – B wing	72		-	3
5 th Floor	24	1	-	1
Total	312	2	2	13

Annexure – I: Letter of Authorisation for attending Bid Opening

(On letter head)

Ref.No.

Date:

To

The Secretary
Textiles Committee
Prabhadevi, Mumbai - 400025

Sub.: Letter of Authorisation for attending Bid Opening.

Dear Sir,

Shri/Km./Smt. _____
Proprietor/Partner/Director/Authorised signatory/Representative of
M/s _____

(Name and address of the bidder) whose specimen signatures are given below is hereby authorized to attend the Bid Opening/Opening of Techno-commercial/Opening of Financial Bid. He/ She is also competent to accept and sign any document in connection with tender regarding “Installation and Up gradation of LAN and Wi-Fi at Textiles Committee” Mumbai on our behalf. We undertake to abide by any acceptance given by him under his signature.

1. _____ 2. _____

(Specimen Signatures of Authorised Representative)

Name and Address of Authorised Representative

Date:

Place:

Signature of Authorised Person

Full Name:

Address:

Sign and Stamp of Tenderer

Signature & seal of the bidder

Annexure – II: Format for Manufacturer’s Authorisation Letter

(On letter head of the manufacturer)

Ref. No.

Date:

To

The Secretary
Textiles Committee
Prabhadevi, Mumbai - 400025

Sub.: Manufacturer’s Authorization Letter.

Dear Sir,

We _____, who are established _____ and reputed manufacturers of _____, having factory at _____, hereby authorize M/s. _____ (name & address of Indian distributor /agent) to bid, negotiate and conclude the order with you for the goods manufactured by us.

2. We shall remain responsible for the tender / contract / agreement negotiated by the said M/s. _____, jointly and severally.

3. We ensure that we would also support/facilitate the M/s. _____ on regular basis with technology / product updates for up-gradation / maintenance / repairing / servicing of the supplied goods manufactured by us, during the warranty period.

4. In case duties of the Indian agent / distributor are changed or agent / distributor is changed it shall be obligatory on us to automatically transfer all the duties and obligations to the new Indian Agent failing which we will ipso-facto become liable for all acts of commission or omission on the part of new Indian Agent / distributor.

Yours faithfully,

[Name & Signature]

for and on behalf of M/s. _____ [Name of manufacturer]

Note: This letter of authorisation shall be on the letterhead of the manufacturing concern and shall be signed by a person competent and having the power of attorney to bind the manufacturer.

Annexure – III: Declaration regarding Blacklisting/Debarring for taking part in tender.

(On company letter head)

Ref. No.

Date:

To

The Secretary
Textiles Committee
Prabhadevi, Mumbai - 400025

Sub.: Declaration regarding Blacklisting/Debarring for taking part in tender.

Dear Sir,

I / We _____ Manufacturer / Partner(s)/ Authorized Distributor /agent of M/s. _____ hereby declare that the firm/company namely M/s. _____ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India. Or

I / We _____ Manufacture / Partner(s)/ Authorized Distributor / agent of M/s. _____ hereby declare that the Firm/company namely M/s. _____ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

2. In case the above information found false I/we are fully aware that the tender/ contract will be rejected/cancelled by the Secretary, Textiles Committee, Mumbai, and EMD/ Performance Security shall be forfeited.

3. In addition to the above, Textiles Committee, Mumbai shall not be responsible to pay the bills for any completed / partially completed work.

[Name & Signature]

for and on behalf of M/s. _____

Note: This letter of shall be on the letterhead of the company and shall be signed by a person competent and having the power of attorney to bind the company/firm.

Annexure – IV: Details of the Firm Offering this Quote

(Write or print or type in block letters and please answer all the questions)

Ref. No.

Date:

To

The Secretary
Textiles Committee
Prabhadevi, Mumbai - 400025

Sub.: Details of the Firm Offering this Quote against the tender for installation and upgradation of LAN and Wi-Fi at Textiles Committee, Mumbai (T1/2015).

Dear Sir,

1 Name of the firm:

1.1 Address:

1.2 Telephone:

1.3 Fax Number:

1.4 Email:

1.5 Website:

2 Nature of the company: Government Public Private Partnership
 Proprietorship

2.1 Date of Incorporation:

2.2 Specify the numbers of yeas in networking business by the company:

2.3 PAN No:

Signature & seal of the bidder

2.4	TIN No:	
2.5	Service Tax Registration No:	
3	OEM proposed for this tender:	
3.1	Is the proposed OEM listed as Leader/Visionary in Gartner Magic quadrant for wired and Wireless Access Infrastructure :	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2	Gartner Report ID:	
3.3	Gartner Report Date:	
4	EMD Amount:	Rs.20,000/-
4.1	Payment Mode:	<input type="checkbox"/> Bankers Cheque <input type="checkbox"/> Demand Draft <input type="checkbox"/> NEFT
4.2	Instrument No./ UTR:	
4.3	Instrument/ Transaction Date:	
5	Tender Document Cost:	Rs. 1,000/-
5.1	Paid during	<input type="checkbox"/> Pre bid meeting <input type="checkbox"/> Site inspection <input type="checkbox"/> Not paid
5.2	Payment Mode:	<input type="checkbox"/> Bankers Cheque <input type="checkbox"/> Demand Draft <input type="checkbox"/> NEFT
5.3	Instrument No./ UTR:	
5.4	Instrument/ Transaction Date:	
6	Annual Turnover (Figures shall be in Indian Rupees in Lakhs)	
6.1	FY 2011-12	
6.2	FY 2012-13	
6.3	FY 2013-14	

6.4 Balance sheet certified by CA attached : Yes No

7 Address of after sales service

7.1 No of service engineers in the above location trained on the product quoted

8 Past Projects
(one project of INR 10 lakhs or three projects above INR 5 lakhs)

8.1 Project 1

8.1.1 Name of Client:

8.1.2 Nature of project:

8.1.3 Order value:

8.1.4 Project start date:

8.1.5 Project status:

8.1.6 Client contact person & designation:

8.1.7 Contact number:

8.2 Project 2

8.2.1 Name of Client:

8.2.2 Nature of project:

8.2.3 Order value:

8.2.4 Project start date:

8.2.5 Project status:

8.2.6 Client contact person & designation:

8.2.7 Contact number:

8.2 Project 3

8.3.1 Name of Client:

8.3.2 Nature of project:

8.3.3 Order value:

8.3.4 Project start date:

8.3.5 Project status:

8.3.6 Client contact person & designation:

8.3.7 Contact number:

DECLARATION

I/We have not tampered/modified the tender forms in any manner. In case, if the same is found to be tampered/modified, I/We understand that my/our tender will be summarily rejected and full Earnest Money Deposit (EMD) will be forfeited and I/We am/are liable to be banned from doing business with Textiles Committee, Mumbai and /or prosecuted.

Signature of the Tenderer:

Name and Designation:

Business Address:

Place:

Date:

Seal of the Tenderers Firm:

Signature & seal of the bidder

Annexure – V: Certificate of Warranty

(on letter head)

Ref. No.

Date:

To

The Secretary
Textiles Committee
Prabhadevi, Mumbai - 400025

Sub.: Certificate of Warranty

Dear Sir,

I / We certify that the warranty shall be given for a minimum period of three (03) years starting from the date of the satisfactory installation, commissioning and handing over of the equipment and the work completed under the contract. During the warranty period, I / we shall provide the “after sale service” and the replacement of defective / or any part(s) of the equipment or rectification of defects of work of the equipment will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility. Moreover this warranty will be for all reasons. The benefit of change in dates of the guarantee / warranty period shall be in the interest of the user / your organization.

**Authorized signatory of the company
with seal**

Annexure – VI: Bank Guarantee Form for Performance Security

This deed of guarantee made this _____ day of _____, 2015, between Secretary, TEXTILES COMMITTEE, Mumbai (hereinafter called the Purchaser) (which expressions shall unless excluded by or repugnant to the context include his successors and assignees) of one part and _____ (herein after called the Bank) (which expression shall unless excluded by or repugnant to the context include its successors and assignees) of the other part.

Where the Purchaser accepted the tender of M/s _____ (hereinafter called the Contractor) to supply goods to the Purchaser, as per Purchase Order No. _____ Dated _____ (hereinafter referred to as the Contract).

And whereas the Contract provides that Contractor shall furnish bank guarantee to the extent of 5% of the value of the Contract as and by way of security for the due observance and performance of the terms and conditions of the Contract.

And whereas at the request of the Contractor, the Bank has agreed to execute these presents. Now the deed is witnessed and it is hereby declared by and between the parties hereto as follows

1. The Bank hereby irrevocably and unconditionally guarantees to the Purchaser that the contractor shall render all necessary and efficient services which may be required to be rendered by the Contractor in connection with and/or performance of the Contract, and further guarantees that the goods supplied by the Contractor under the Contract shall actually be performing the work required of it to the satisfaction of the Purchaser and shall be free from any defect arising from faulty material, designs and workmanship, such as corrosion of the equipment due to inadequate quantity of materials, inadequate contact protection, deficiencies in circuit design and/or otherwise whatsoever, and in the event Contractor failing or neglecting to render necessary services as aforesaid and/or in the event of goods failing to give satisfactory performance or proving and particularly warranty clause mentioned therein, the Bank shall indemnify and keep the Purchaser indemnified to the extent of Rs. _____ against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Contractor of any of the aforesaid terms and conditions and the Bank further undertake to pay to the Purchaser, such sum not exceeding Rs. _____ on demand and without demur, in the event of Contractor's failure to perform and discharge aforesaid several duties and obligations on his part to be observed and performed under the Contract and/or deficiencies and defects in the satisfactory performance of the goods and the equipment.

2. The decision of the Purchaser as to whether the Contractor has failed to or neglected to perform or discharge his duties and obligation as aforesaid and/or whether the goods are free from deficiencies and defects and are capable of performing the work required and as to the amount payable to the Purchaser by the Bank herein, shall be final and binding on the Bank. The responsibility of the Bank under this guarantee shall be as of Principal Debtor.

3. The guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the aforesaid terms of the Contract and it shall continue to be enforceable 12 months after the equipment have been taken over, all the dues of the Purchaser under or by working of Contract have been fully paid, ratified or discharged, or till it is certified

by the Purchaser that the terms and conditions of the Contract have been fully and properly carried out by the Contractor and a No Demand Certificate submitted to this effect by the Contractor.

4. The Bank further agrees that the guarantee herein contained shall remain in full force and effect for a period of 12 months from the date hereof and also that the extension of this guarantee will be provided for by the Bank for such period beyond the period of 12 months as the Purchaser may feel necessary in this behalf. Provided further that if any claim accrues or arises against the Bank before the expiry of the said 12 months or an extension thereof, the same shall be enforceable against the Bank notwithstanding the fact the same is enforced after the said period of 12 months or any extension thereof.

5. The guarantee herein contained shall not be affected by any change in the constitution of the Contractor or the Bank and shall be a continuing one.

6. The Purchaser has fullest liberty without affecting the guarantee to postpone for anytime and from time to time any of the powers exercisable by it against the Contractor and either to enforce or forebear any of the terms and conditions of the Contract and the Bank shall not be released from its liability under this guarantee by any exercise by the Purchaser of the liberty with reference to the matter referred aforesaid or by the reasons time being given to the Contractor or any other forbearance, act or the omission on the part of the Purchaser or any indulgence by the Purchaser to the Contractor or by any other matter or thing whatsoever which under the law relating to sureties shall but for this provision have the effect of so releasing of from its such liability.

7. The Bank undertakes not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

In witness thereof the parties have executed these presents, the day and year therein above.

1. _____ 2. _____

Signed and Delivered by the Constituted Attorney for and on behalf of the Contractor in presence of

1. _____ 2. _____

Signed and Delivered by the Constituted Attorney for and on behalf of the Bank in the presence of

1. _____ 2. _____

Full Address of the Contractor/Bidder

Tel. No. Email

Annexure – VII: Technical Compliance Sheet

Specifications for the L3 Managed core switch

<u>Sr. No</u>	<u>Specifications</u>	<u>Compliance Yes / No</u>	<u>Document Page No.</u>
1	<u>Architecture</u>		
1.1	Shall be 19" Rack Mountable		
1.2	24 RJ-45 autosensing 10/100/1000 ports with at least two dual-personality 1G SFP slots		
1.3	The switch shall have two expansion slots to support up to four 10G ports additionally		
1.4	1 RJ-45 serial console port		
1.5	Shall have switching capacity of 144 Gbps		
1.6	Shall have up to 107 million pps switching throughput		
1.7	Shall support redundant power supply		
2	<u>Resiliency</u>		
2.1	Shall have the capability to extend the control plane across multiple active switches making it a virtual switching fabric, enabling interconnected switches to perform as single Layer-2 switch and Layer-3 router up to 9 Switch		
2.2	Shall support virtual switching fabric creation across nine switches using 10G Ethernet Links		
2.3	IEEE 802.1D Spanning Tree Protocol, IEEE 802.1w Rapid Spanning Tree Protocol and IEEE 802.1s Multiple Spanning Tree Protocol		
2.4	IEEE 802.3ad Link Aggregation Control Protocol (LACP)		
2.5	Ring protocol support to provide sub-100 ms recovery for ring Ethernet-based topology		
2.6	Virtual Router Redundancy Protocol (VRRP) to allow a group of routers to dynamically back each other up to create highly available routed environments		
3	<u>Layer 2 Features</u>		
3.1	Shall support up to 4,000 port or IEEE 802.1Q-based VLANs		
3.2	Shall support GARP VLAN Registration Protocol or equivalent feature to allow automatic learning and dynamic assignment of VLANs		
3.3	Shall have the capability to monitor link connectivity and shut down ports at both ends if uni-directional traffic is detected, preventing		

Sr. No	Specifications	Compliance Yes / No	Document Page No.
	loops		
3.4	Shall support IEEE 802.1ad QinQ and Selective QinQ to increase the scalability of an Ethernet network by providing a hierarchical structure		
3.5	Shall support Jumbo frames on GbE and 10-GbE ports		
3.6	Internet Group Management Protocol (IGMP)		
3.7	Multicast Listener Discovery (MLD) snooping		
3.8	IEEE 802.1AB Link Layer Discovery Protocol (LLDP)		
3.9	Multicast VLAN to allow multiple VLANs to receive the same IPv4 or IPv6 multicast traffic		
4	<u>Layer 3 Features (any additional licenses required shall be included)</u>		
4.1	Static Routing for IPv4 and IPv6		
4.2	RIP for IPv4 (RIPv1/v2) and IPv6 (RIPng)		
4.3	OSPF for IPv4 (OSPFv2) and IPv6 (OSPFv3)		
4.4	IS-IS for IPv4 and IPv6 (IS-ISv6)		
4.5	Border Gateway Protocol 4 with support for IPv6 addressing		
4.6	Policy-based routing		
4.7	Unicast Reverse Path Forwarding (uRPF)		
4.8	IPv6 tunneling to allow IPv6 packets to traverse IPv4-only networks by encapsulating the IPv6 packet into a standard IPv4 packet		
4.9	Dynamic Host Configuration Protocol (DHCP) client, Relay and server		
4.10	PIM Dense Mode (PIM-DM), Sparse Mode (PIM-SM), and Source-Specific Mode (PIM-SSM) for IPv4 and IPv6 multicast applications		
5	<u>QoS and Security Features</u>		
5.1	Access Control Lists for both IPv4 and IPv6 for filtering traffic to prevent unauthorized users from accessing the network		
5.2	Port-based rate limiting and access control list (ACL) based rate limiting		
5.3	Congestion avoidance using Weighted Random Early Detection (WRED)		
5.4	Powerful QoS feature supporting strict priority (SP) queuing, weighted round robin (WRR), weighted fair queuing (WFQ), and weighted random early discard (WRED)		

Sr. No	Specifications	Compliance Yes / No	Document Page No.
5.5	IEEE 802.1x to provide port-based user authentication with multiple 802.1x authentication sessions per port		
5.6	Media access control (MAC) authentication to provide simple authentication based on a user's MAC address		
5.7	Dynamic Host Configuration Protocol (DHCP) snooping to prevent unauthorized DHCP servers		
5.8	Port security and port isolation		
6	<u>Management Features</u>		
6.1	Configuration through the CLI, console, Telnet, SSH and Web Management		
6.2	SNMPv1, v2, and v3 and Remote monitoring (RMON) support		
6.3	sFlow (RFC 3176) or equivalent for traffic analysis		
6.4	Management security through multiple privilege levels with password protection		
6.5	FTP, TFTP, and SFTP support		
6.6	Port mirroring to duplicate port traffic (ingress and egress) to a local or remote monitoring port. Shall support minimum four mirroring groups		
6.7	RADIUS/TACACS+ for switch security access administration		
6.8	Network Time Protocol (NTP) or equivalent support		
6.9	Shall have Ethernet OAM (IEEE 802.3ah) management capability		
7	<u>Environmental Features</u>		
7.1	Shall provide support for RoHS and WEEE regulations		
7.2	Shall be capable of supporting both AC and DC Power inputs		
7.3	Operating temperature of 0°C to 45°C		
7.4	Safety and Emission standards including UL 60950-1; IEC 60950-1; VCCI Class A; EN 55022 Class A		
8	<u>Warranty and Support</u>		
	The Warranty shall be offered directly from the switch OEM.		
8.1	warranty with advance replacement and next-business-day delivery		

Specifications for the L2 Managed switch

<u>Sr. No</u>	<u>Specifications</u>	<u>Compliance</u> <u>Yes / No</u>	<u>Document</u> <u>Page No</u>
<u>1</u>	<u>Architecture</u>		
1.1	Shall be 1RU, 19" Rack Mountable		
1.2	24 RJ-45 autosensing 10/100/1000 ports with 4 open SFP slots		
1.3	1 RJ-45 (serial RS-232C) or USB micro-B console port		
1.4	128 MB flash, 128 MB DRAM		
1.5	Packet buffer size of minimum 1.5 MB to support video/streaming traffic and huge file transfers (like medical scan documents etc)		
1.6	Shall have switching capacity of 56 Gbps for providing non-blocking performance on all Gigabit ports		
1.7	Shall have up to 41.6 million pps switching throughput to achieve wire-speed forwarding on all Gigabit ports		
1.8	Shall provide Gigabit (1000 Mb) Latency of < 3 us		
<u>2</u>	<u>Resiliency</u>		
2.1	IEEE 802.1D Spanning Tree Protocol, IEEE 802.1w Rapid Spanning Tree Protocol and IEEE 802.1s Multiple Spanning Tree Protocol		
2.2	IEEE 802.3ad Link Aggregation Control Protocol (LACP) up to eight links (ports) per group		
<u>3</u>	<u>Layer 2 Features</u>		
3.1	MAC address table size of 16000 entries		
3.2	Shall support up to IEEE 802.1Q (4,094 VLAN IDs) and 512 VLANs simultaneously		
3.3	Shall support GARP VLAN Registration Protocol or equivalent feature to allow automatic learning and dynamic assignment of VLANs		
3.5	Shall support Jumbo frames to improve the performance of large data transfers		
3.6	Internet Group Management Protocol (IGMP)		
3.7	Multicast Listener Discovery (MLD) snooping		
3.8	IEEE 802.1AB Link Layer Discovery Protocol (LLDP) and LLDP-MED (Media Endpoint Discovery)		
3.9	IPv6 host and Dual stack (IPv4/IPv6) support to provide transition mechanism from IPv4 to IPv6		

<u>Sr. No</u>	<u>Specifications</u>	<u>Compliance Yes / No</u>	<u>Document Page No</u>
4	<u>QoS and Security Features</u>		
4.1	Access Control Lists for traffic filtering		
4.2	Source-port filtering or equivalent feature to allow only specified ports to communicate with each other		
4.3	Traffic prioritization based on IP address, IP Type of Service (ToS), Layer 3 protocol, TCP/UDP port number, source port, and DiffServ		
4.4	Shall support traffic classification into eight priority levels mapped to two or four queues using Weighted deficit round robin (WDRR) queuing		
4.5	Shall support traffic rate-limiting per port		
4.6	IEEE 802.1x to provide port-based user authentication with multiple 802.1x authentication sessions per port		
4.7	Media access control (MAC) authentication to provide simple authentication based on a user's MAC address		
4.8	Web-based authentication to provide a browser-based environment to authenticate clients that do not support the IEEE 802.1X supplicant		
4.9	Concurrent IEEE 802.1X and Web or MAC authentication schemes per port		
4.10	Port security to allow access only to specified MAC addresses		
4.11	MAC address lockout to prevent particular configured MAC addresses from connecting to the network		
4.12	STP BPDU port protection to prevent forged BPDU attacks		
4.13	STP Root Guard to protect the root bridge from malicious attacks or configuration mistakes		
5	<u>Management Features</u>		
5.1	Configuration through the CLI, console, Telnet, SSH and browser-based management GUI (SSL)		
5.2	SNMPv1, v2, and v3 and Remote monitoring (RMON) support		
5.3	sFlow (RFC 3176) or equivalent for traffic analysis		
5.4	TFTP and Secure FTP support		
5.5	Dual flash images to provide independent primary and secondary operating system files		

<u>Sr. No</u>	<u>Specifications</u>	<u>Compliance Yes / No</u>	<u>Document Page No</u>
5.6	Multiple configuration files to allow multiple configuration files to be stored to a flash image		
5.7	RADIUS/TACACS+ for switch security access administration		
5.8	Simple Network Time Protocol (SNTP) or equivalent support		
5.9	Shall support single IP address management of up to 16 switches		
6	<u>Environmental Features</u>		
6.1	Shall support IEEE 802.3az Energy-efficient Ethernet (EEE) to reduce power consumption		
6.2	Operating temperature of 0°C to 45°C		
6.3	Safety and Emission standards including EN 60950; IEC 60950; VCCI Class A; FCC part 15 Class A		
7	<u>Warranty and Support</u>		
	The below Warranty shall be offered directly from the OEM.		
7.1	Warranty with advance replacement and next-business-day delivery		

Specifications for the Wireless Access Point

Sr. No	<u>Specifications</u>	<u>Compliance</u> <u>Yes / No</u>	<u>Document</u> <u>Page No.</u>
<u>1</u>	<u>Wireless Access Point Architecture</u>		
1.1	The access point shall have one RJ-45 autosensing 10/100/1000 port; (IEEE 802.3 Type 10BASE-T, IEEE 802.3u Type 100BASE-TX, IEEE 802.3ab Type 1000BASE-T)		
1.2	One RJ-45 serial console port		
1.3	Dual core processor for high performance		
1.4	Shall support dual-radio IEEE 802.11 b/g/n and 802.11a/n/ac access point		
1.5	Shall support three-spatial stream 802.11ac MIMO AP		
1.6	Shall support Up to 1.3 Gb/s on the 802.11ac radio and 450Mb/s on the 2.4GHz 802.11n radio		
1.7	Shall support Built-in Spectral Analysis scans the 2.4-GHz and 5-GHz bands to identify sources of RF interference		
1.8	Shall Support Comprehensive WLAN security with intrusion detection offers threat protection		
1.9	Dual radio for IEEE 802.11a/n/ac for high-throughput applications and IEEE 802.11b/g/n for legacy support and high-speed applications		
1.10	Integrated antennas for both IEEE radios, supporting two spatial streams and 3x3 MIMO reaching 450 Mb/s per radio		
1.11	Six embedded/internal antennas		
1.12	Radio operation modes - Client access, Local mesh, Packet capture		
1.13	The access point shall be IEEE 802.3af PoE compliant and shall be provided with PoE injector of the same make for mentioned quantity		
1.10	Maximum Power rating of 12.9 W		
1.11	Both radios shall operate at full power and full performance on IEEE 802.3af PoE/Gigabit Ethernet		
1.12	Shall have Indoor, plenum rated enclosure		
1.13	Wi-Fi Alliance Certification- a/b/g/n/ac Wi-Fi Certified		
1.14	Shall support three spatial stream MIMO technology , which allows for 1.3Gb/s in the 5GHz frequency band and 450 Mb/s in the 2.4GHz band		

Sr. No	<u>Specifications</u>	<u>Compliance Yes / No</u>	<u>Document Page No.</u>
	of signaling		
<u>2</u>	<u>Access Point Mobility Features</u>		
2.1	Shall support self-healing, self-optimizing local mesh extending network availability to areas without an Ethernet infrastructure		
2.2	Per-radio software-selectable configuration of frequency bands		
2.3	Shall support up to 16 virtual service communities (Service Set), each with a unique SSID and MAC address		
2.4	Individual security and QoS profiles per Service Set		
2.5	Configurable DTIM and minimum data rate per Service Set		
2.6	Each Service Set can be mapped to separate IEEE 802.1Q VLANs		
2.7	Shall support direct source-to-destination traffic forwarding (distributed traffic forwarding) to maximize application delivery		
2.8	Wireless Multimedia (WMM) support		
2.9	Shall support enhanced survivability in case of controller failure by serving wireless clients, authenticate new wireless clients with RADIUS Server and preserve last known configuration upon reboot		
2.10	Shall supports per-wireless client ingress-enforced maximums and per-wireless client, per-queue guaranteed minimums		
2.11	Shall maintains Layer 2 and Layer 3 QoS settings when using centralized traffic or guest access		
2.12	Shall provides excellent coverage through use of embedded high-gain antennas (5 dBi antenna at 2.4 GHz and 7 dBi antenna at 5 GHz)		
2.13	Shall support Local wireless bridge client traffic filtering		
2.14	Shall Support TKIP/WEP encryption		
<u>3</u>	<u>Access Point Management & Other Features</u>		

Sr. No	<u>Specifications</u>	<u>Compliance Yes / No</u>	<u>Document Page No.</u>
3.1	Shall support both centrally controlled mode (configured and updated via wireless controller) and autonomous mode (without controller) which is software selectable		
3.2	Shall support L2 and L3 controller discovery		
3.3	Shall provide intelligent channel switching and real-time Interference detection		
3.4	Shall support per-client event log records association, authentication and DHCP activities for easy diagnosis		
3.5	Shall support PCAP packet capture on WLAN or LAN interface		
3.6	Shall support SNMPv3 and web-based secured management interfaces (SSL)		
3.7	Operating temperature - 0°C to 50°C		
<u>4</u>	<u>Warranty and Support</u>		
	The below Warranty shall be offered directly from the OEM.		
4.1	Warranty with advance replacement and next-business-day delivery		

Specifications for Network Management Software

<u>Sr. No</u>	<u>Specifications</u>	<u>Compliance</u> <u>Yes / No</u>	<u>Document</u> <u>Page No</u>
<u>1</u>	<u>Features</u>		
1.1	The proposed Network Management Software shall be a standalone, comprehensive management platform that delivers integrated, modular management capabilities across fault, configuration, accounting, performance, and security (FCAPS) needs		
1.2	The software shall be designed on a service-oriented architecture (SOA) using a business application flow model and capable of including additional modules to the base platform to provide deeper functionality		
1.3	The software shall be compatible with Microsoft Windows and Linux operating systems		
1.4	The software shall come with an initial license for 50 managed devices. Additional node licenses shall be available to extend the node limit		
1.5	The software shall enable centralized management of proposed network elements with a variety of automated tasks, including discovery, categorization, baseline configurations, software images, configuration comparison tools, version tracking, change alerts, and more.		
1.6	Shall have rich Resource Management like Discovery, full inventory, L2/L3 topology etc		
1.7	Shall provide performance management including CPU utilization, Memory utilization, Bandwidth utilization, TopN statistics, threshold-based alarming etc		
1.8	Shall support centralized VLAN Management to view current VLAN configuration, VLAN topology, bulk VLAN deployment etc		
1.9	Shall have integrated ACL Management to simplify definition and deployment of ACLs and perform ACL rule optimisation		
1.10	Shall support comprehensive configuration Management like Bulk configuration, scheduled backup and restore, base lining and notification of changes etc		
1.11	Shall have fault management features like in-		

<u>Sr. No</u>	<u>Specifications</u>	<u>Compliance Yes / No</u>	<u>Document Page No</u>
	depth correlation and analysis of alarms		
1.12	Shall provide flexible reporting capabilities including pre-defined and custom reports with scheduled and flexible delivery options		
1.13	Centralized and Distributed deployment capability		
1.14	The software shall have modular architecture supporting other software plug-ins to enrich the network's management capabilities including Wireless Network Management, AAA/RADIUS Server, Network Access Control, Network Traffic Analyzer etc. If this capability is not available natively, the OEM shall offer these functionality on external appliance/software and integrate with the Management software		
1.15	Wireless Network Management component shall be included in the proposal for the number of Access Points proposed		
	Wireless Network Management component shall offer the following features		
1.16	<ul style="list-style-type: none"> • Auto-discover and classify WLAN devices, including access controllers and access points • Wireless LAN (WLAN) device configuration • Topology • Performance monitoring • RF heat mapping • WLAN service reports 		
1.17	Shall display radio information including radio type, channel being used, maximum transmission power, admin status, operation status, service policies, and radio policies.		
1.18	Shall display information about wireless client including client name, MAC address, emission rate set, up time, signal strength, RSSI value, VLAN ID, SSID		
1.19	Shall provide Radio Policy Management for adding, modifying, deleting, and binding radio policies		
1.20	Shall provide Topology Management with different topology views like IP topology view, location topology, and wireless device topology		

<u>Sr. No</u>	<u>Specifications</u>	<u>Compliance Yes / No</u>	<u>Document Page No</u>
1.21	It shall provide integration of wireless devices into wired topology display views for Unified wired-wireless management		
1.22	Shall offer Wireless Service Reporting including AP Association Summary Report, AP Association Detail Report, AP Traffic Detail Report, AP Traffic Summary Report etc		
1.23	Shall provide historical reporting to monitor how wireless network usage, performance, and roaming patterns have changed over months or years.		
<u>2</u>	<u>Configuration Required</u>		
2.1	The software shall be proposed with OEM-recommended hardware/OS/DB etc		
2.2	The NMS shall be of the same make as of wireless LAN components		
<u>3</u>	<u>User Access Management</u>		
3.1	shall support centralized access user management		
3.2	Shall Support centralized resource management of devices and users		
3.3	Shall provides identification of all endpoints across the network with centralized access policies including Active Directory, LDAP, and RADIUS		
3.4	shall support smart card and certificate authentication		
3.5	Shall Support role based access level for devices/users		
3.6	Shall set policies only for specific roles		
3.8	Shall Support network-agnostic device fingerprinting capabilities based on HTTP+MAC+DHCP device recognition		
3.9	Shall Support Auto-MAC registration		
3.10	Shall Support Integration of device and user management		
3.11	Shall Support Multiple access authentication modes		
3.12	Shall Support Various rights control measures for stricter access control		

<u>Sr. No</u>	<u>Specifications</u>	<u>Compliance Yes / No</u>	<u>Document Page No</u>
3.13	Shall Support blacklist management function to help administrators blacklist users who have made malicious login attempts and track the MAC/IP addresses of such users; administrators can monitor online users in real time and prohibit unauthorized users from having access; authentication failures are logged for analysis; in addition, administrators can send messages to online users to provide notifications of such things as pending disconnections for system updates		
3.14	Shall Support iNode client supports IPv6, and IEEE 802.1X authentication in wireless scenarios		
3.15	Shall Support LDAP authentication		
3.16	shall provide SMS support for sending guest user credentials		
3.17	Shall Support Simple Network Access Control		

Racks

<u>Sr.No.</u>	<u>Specifications</u>	<u>Compliance Yes/No</u>	<u>Remarks</u>
	Applicable for both 9U and 15U Network rack		
1	Front Door with Toughened Glass quality		
2	Adjustable Mounting rails - Front and Black		
3	Top and bottom cable entry provides Optimal flexibility for cable management		
4	Backside open with Easy wall mount provision		
5	Easy Installation - standing / Wall Mounting option		
6	Frame structure with max loading capacity up to 60kg		
7	Compatible with 19" International standards & ETSI standard		

Annexure – VIII: Format for Financial Bid

(To be submitted on the letterhead of the company/firm)

Ref. No.

Date:

To

The Secretary
Textiles Committee
Prabhadevi, Mumbai - 400025

Sub.: Financial bid for the tender for installation and upgradation of LAN and Wi-Fi at
Textiles Committee, Mumbai

Dear Sir,

Sl. No	Product Description	Make and Mode	UOM	QTY	Unit Price	Taxes	Total Price
1	Layer 3 Managed switch		Nos	2			
1.1	...						
2	Layer 2 Managed Switch		Nos	13			
2.1	...						
3	Wireless Access Point		Nos	2			
3.1							
4	Network Management Software		Nos	1			
4.1							
5	9U Rack		Nos	4			
6	15 U Rack		Nos	2			
7	Loaded patch panel		Nos	15			
8	Installation, Programming & Commissioning Charges		-	-			
9	Others						
10							
			Grand Total				

Payment Terms

Milestone	Indicate %
Receipt of the material in good condition at Textiles Committee	
Satisfactory installation and commissioning	
Handover of equipments' in faultless working condition	

Note:

Signature & seal of the bidder

1. I/We have gone through the entire terms & conditions as stipulated in the tender enquiry document and confirm to accept and abide the same.
2. Sub-items, if required, may be added to each line item in the above format. Please retain the line item number and add a subtotal to each line item.
3. No other charges would be payable by Textiles Committee. The payments are on actual quantities or BoM whichever is lower.
4. Tenderer must clearly indicates in BoM, if more quantities, or sub items are required.
5. OEM part codes for support of each product shall be quoted clearly.
6. An **unpriced** copy of the BoM shall be enclosed in the technical bid.

Authorized signatory of the company with seal

Chapter -3: Contract Form / Agreement Form

Contract Form / Agreement Form (On Non-Judicial stamp paper of Rs. 100/- after awarding of work)

AGREEMENT for the work of installation and Up-gradation of LAN and Wi-Fi at TEXTILES COMMITTEE, Mumbai on (date) between M/s....., hereinafter called the Contractor (which term shall, unless excluded by or repugnant to the subject or context, include its successors and permitted assigns) of the one part, and the Director TEXTILES COMMITTEE, hereinafter called the Purchaser (which term shall unless excluded by or repugnant to the subject or context include its successes and assigns) of the other part.

WHEREAS

- A. The Purchaser is desirous that installation and Up-gradation of LAN and Wi-Fi at TEXTILES COMMITTEE Mumbai shall be executed as mentioned, enumerated or referred to in the tender documents including all its sections and annexure.
- B. The Contractor has inspected the site and surroundings of the work specified in the tender documents and has satisfied himself by careful examination before submitting his tender as to the types of areas, and nature and magnitude of work, availability of labor and materials necessary for the execution of work, and the accommodation he may require, as well as has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all the probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in preparing his bid.

C. The tender documents, including all its sections and annexure, form part of this contract though separately set out herein and are included in the expression contract wherever herein used.

AND WHEREAS

The Purchaser has accepted the bid of the Contractor for the contracted work, conveyed vide Advance Purchase Order No..... dated..... at the rates stated in the schedule of prices upon the terms and conditions of the contract.

NOW THIS AGREEMENT WITNESSTH & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the Contractor for the work to be executed by him, the Contractor shall and will duly provide, execute, and complete the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied and there-from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions of the contract.
2. In consideration of the due provisions, execution, and completion of the said work, the Purchaser does hereby agree to pay to Contractor the respective amounts for the work actually done by him and approved by the Purchaser at the Schedule of Prices and such other sum payable to the Contractor under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.
3. This contract is subject to jurisdiction of courts at Mumbai only.
4. It is specially and distinctly understood and agreed between the Purchaser and the Contractor that the Contractor shall have no right, title, or interest in the space made available by the Purchaser for execution of the works or in the goods brought on the said space (unless the same specially belongs to the Contractor) and the Contractor shall not have or deemed to have any lien on whatsoever charge for unpaid bills and the Contractor

will not be entitled to assume or retain possession or control of the space, and the Purchaser shall have an absolute and unfettered right to take full possession of space and to remove the Contractor, their servants, agents and materials belonging to the Contractor and lying on the space.

In Witness whereof the parties hereto have here-into set their respective hands and seals in the day and the year written above.

Signed and delivered by

(For and on behalf of Purchaser)

In presence of

1. _____

2. _____

Signed and delivered by

(For and on behalf of the Bidder)

In presence of

1. _____

2. _____

Check List for Submission of Bid

To be filled by the bidder and placed at top of the bid.

Cover A: Technical Bid

Sl.No.	Para/ Sub Clause No	Particulars	Placed at Page No	Yes/ No
1	1.3.1,1.3.9	Manufacturer Authorization Letter – (Annexure - II)		<input type="checkbox"/>
2	1.3.2	EMD for Rs. 20,000/-		<input type="checkbox"/>
3	1.3.3	Tender Document Cost Rs. 1,000/-		<input type="checkbox"/>
4	1.3.5	Financial statement showing annual turnover and net profit duly certified by CA for the FY 11-12, FY 12-13, FY13-14		<input type="checkbox"/>
5	1.3.6,1.3.7	Details of firm (Annexure IV)		<input type="checkbox"/>
6	1.3.8	Not debarred (Annexure III)		<input type="checkbox"/>
7	1.3.12	Signed and stamped technical compliance sheet (Annexure –VII)		<input type="checkbox"/>
8		Printed technical literature		<input type="checkbox"/>
9	1.3.13	Copy of the tender document & addenda signed on all pages		<input type="checkbox"/>
10	1.6.2	Self attested copy of PoA for signing the document (if applicable)		<input type="checkbox"/>
11	1.7.3	Un priced Bill of materials with OEM part code		<input type="checkbox"/>

Cover B: Financial Bid

12		Financial Bid (Annexure VIII)		<input type="checkbox"/>
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Note: All the documents shall be paged numbered

Signature and Seal of Authorized Signatory