

**Atal Bihari Vajpayee Indian Institute of Information Technology and
Management, Gwalior- 474015 (M.P.)**

Reference No.: ABV-IIITM/Registrar/2023-24/5593

Date: 24/10/2024

NOTICE INVITING TENDER

ABV-Indian Institute of Information Technology and Management (IIITM) in Gwalior, Madhya Pradesh is an autonomous institute set by Government of India, MHRD (Presently Ministry of Education, Govt. of India) in 1997. It is an effort by MHRD (Presently Ministry of Education, Govt. of India) towards creating professionals in areas of management and information technology from the same institute. This institute was created for facilitating higher education, research, and consultancy in areas of information technology (IT) and business management. Initially started as IIITM, this institute was prefixed with ABV in 2002 to honour the then Prime Minister Atal Bihari Vajpayee.

The Institute intends to purchase Remcom Wireless Insite Software (Remcom Wireless InSite MIMO Perpetual Academic License).

The Institute invites Bids/Tenders **as a second call to tender no. ABV-IIITM/Registrar/2023-24/5508** from various organizations /vendors for the above-mentioned **Software**. The interested vendors/organizations may submit their Bids/Tenders in the prescribed format duly completed along with requisite enclosures/ documents. The incomplete Bids/Tenders will not be considered for evaluation.

The Institute reserves the right to accept or reject any or all the Bids/Tenders without assigning any reason.

Tender details:

S. No.	Particular	Remarks
1	Tender No.	ABV-IIITM/Registrar/2023-24/5593
2	Bid duration	12 Days
3	Last date and time of submission of quotation	<p>Bids may be submitted to</p> <p>Registrar ABV-Indian Institute of Information Technology and Management, Morena,Link Road,Gwalior, Madhya Pradesh ,474015</p> <p>on or before 05/11/2024 by 4:00 pm</p>
4	Bid validity	90 Days
5	Date & time of tender opening	Shall be informed at a later stage
6	Type of Bid	Two bid system: (The bidder must submit two separate envelopes superscribing Technical Bid (<i>EMD submission details must be put in the technical Bid envelop</i>) and Financial Bid separately in a Big Envelop)
7	EMD	<p>Rs. 1,50,000/- in form of Demand Draft /NEFT or Direct Credit in favour of Director ,ABV-Indian Institute of Information Technology and Management, Gwalior</p> <p>Bank account details :</p> <p>Account No.- 945210110000969</p> <p>IFS Code- BKID0009462</p> <p>Bank Name- Bank of India</p> <p>Branch address- ABV-Indian Institute of Information Technology & Management, Gwalior Morena Link Road, Gwalior - 47401 5</p>

ABV-IIITM Gwalior invites bids in two bids systems for the following :

Brief Details of Tender: Description of product/service/work	Earnest Money Deposit (EMD)
RECOM Academic Version of Wireless InSite MIMO Perpetual License.	Rs. 1,50,000/-

1. EMD

- A. In the case of Government bidder, Bid Security document / EMD may be submitted. The bidder should attach copy of supporting documents.
- B. EMD of **Rs. 1,50,000/-** should be submitted through DD/NEFT or RTGS Bank Transfer or Direct Credit in favour of Director ABV-IIITM Gwalior.
- C. EMD of all unsuccessful bidders (if any) will be returned after finalization of the tender.
- D. The amount of EMD (if any) is liable to be forfeited, if the tenderer withdraws from the offer after submission of the tender or after the acceptance of the offer and fails to remit the Performance Security Deposit.
- E. No interest will be paid on the EMD (if any) / Performance Security deposited / remitted.

2. ELIGIBILITY CRITERIA

- 1. Three years experience in similar product
- 2. Bidder turnover should be greater than or equal to 50% of the bid value.
- 3. OEM turnover should be greater or equal to four times the bid value.
- 4. OEM authorization is required.

Technical Criteria:

- 1. 3D Ray-Tracing Model (X3D) / X3D Propagation model
- 2. Engineered Electromagnetic Surfaces (EES)
- 3. Communication System Analysis
- 4. MIMO Beamforming & Spatial Multiplexing

3. PAYMENT TERMS

Payment shall be made after delivery and successful installation. No advance payment will be made in any case.

4. WARRANTY

Lifetime

5. PENALTY CLAUSE

Liquidated Damages:

In case of delay in supply, installation and commissioning by the stipulated date, ABV-IIITM. Gwalior reserves the right of imposing penalty @ 0.5% per week on the overall value of the order subject to maximum 10% of the total cost of work order.

7. OTHER TERMS AND CONDITIONS

7.1 Termination for Insolvency:

- a) The ABV-IIITM Gwalior may at any time terminate the Contract by giving a written notice to the awarding firm, without compensation to the firm, if the firm 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 department.
- b) The courts of Gwalior alone will have the jurisdiction to try any matter, dispute or reference between the parties arising out of this purchase. It is specifically agreed that no court outside and other than Gwalior Court shall have jurisdiction in the matter.

7.2 Force Majeure:

- a) Should any force majeure circumstances arise. each of the contracting parties be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations. if the affected party within 15 days of its occurrence informs in a written form the other party.
- b) Force Majeure shall mean fire. flood, natural disaster or other acts such as war, turmoil,

7.3. Arbitration & Jurisdiction:

- a) That in case of any dispute between party of first part and the party of other part arising out of or in relation to the agreement, the dispute shall be referred to arbitration of a sole arbitration to be appointed by the Director, ABV-IIITM Gwalior. The award of the said arbitrator shall be binding on both parties.
- b) The work shall be awarded to that party. whose rates are found genuine, lowest & capable to work at ABV-IIITM Gwalior. The rates should be inclusive of all taxes. The Institute holds the right to reject any/all the bid(s) without assigning any reason.
- c) Canvassing in connection with the tenders is strictly prohibited and tenders submitted by the tenderers who resort to canvassing will be liable to rejection. Any bribe. commission or advantage offered or promised by or on behalf of the tenderer to any officer or staff of ABV-IIITM Gwalior shall block his/ her tender from being considered. Canvassing on the part or on behalf of the tenderer will also make his tender liable to rejection.
- d) The courts at Gwalior, Madhya Pradesh shall have the exclusive jurisdiction to try all disputes, if any arising out of this agreement between the parties.
- e) Delivery of Service – Bidder must ensure to deliver the 1Gbps internet leased line to institute within 2 months from the date of issue of confirm purchase / work order by ABV-IIITM, Gwalior.

7.4. Other Conditions:

- a. ABV-IIITM Gwalior reserves the right to accept or reject any or all the tenders in part or in full or may cancel the tender, without assigning any reason thereof.
- b. ABV-IIITM Gwalior reserves the right to relax / amend / withdraw any of the terms and conditions contained in the Tender Document without assigning any reason thereof. Any inquiry after submission of the quotation will not be entertained.
- c. ABV-IIITM Gwalior reserves the right to modify/change/delete/add any further terms and conditions prior to issue of purchase order.
- d. In case the bidders/successful bidder(s) are found in breach of any condition(s) at any stage of the tender, Earnest Money/Performance Security shall be forfeited.
- e. Conditional tenders will not be considered in any case.
- f. In case of doubt in material / service. The expenditure on testing of equipment / service will be borne by the tenderer.
- g. ABV-IIITM Gwalior shall not be responsible for any transaction delay i.e. non-receipt of the EMD & Tender Fee amount.

Appendix -1

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date: _____

To,

Sub: Acceptance of Terms & Conditions of Tender.

Bid/Tender Reference No: _____

Name of Bid/Tender / Work: - _____

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm/Company is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

Certificate for Tender
(To be given on Company Letter Head)

Date: _____

To,

Sub: Certificate of compliance as per Rule 144 (xi) GFR's 2017

Bid/Tender Reference No: _____

Name of Bid/Tender / Work: - _____

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

Declaration for Local Content

(To be given on Company Letter Head - For tender value below Rs.10 Crores)

(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above Rs.10 Crores)

Date: _____

To,
The Director,
ABV- Indian Institute of Information Technology & Management, Gwalior
Morena Link Road, Gwalior -474015

Sub: Declaration of Local content

Bid/Tender Reference No: _____

Name of Tender / Work: - _____

1. Country of Origin of Goods being offered: _____
2. We hereby declare that items offered has ____% local content.

"Local Content" means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

*"*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law."*

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that the Gross Turnover of M/s.having PAN:.....addressed at for preceding three financial years are as follows:-

S. No.	Financial Year	Assessment Year	Turnover (in crores)
1.	2020-21	2021-22	
2.	2021-22	2022-23	
3.	2022-23	2023-24	

Name of CA Firm:

M. No.:

UDIN:

Place:

Date:

Bid Security Declaration Format

(On Bidders Letterhead)

Date: _____ Bid/Tender No: _____

To

ABV-Indian Institute of Information Technology
and Management (ABV-IIITM),Morena Link
Road, Gwalior-474015

I/We undersigned declare that:

- 1) I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
- 2) I/We accept that I/We may be disqualified / debarred from bidding against ABV-IIITM,Gwalior tenders for a period of one year from the date of notification if I/We are in a breach of any obligation under the bid conditions, because I/We
 - a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our bid during the period of bid validity specified in the form of Bid; or
 - b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security within the timeline, in accordance with the instructions to Bidders & as per tender terms & conditions.
- 3) I/We understand this Bid Security Declaration shall cease to be valid on the Thirty First day from following,
 - a) If I am/we are not the successful Bidder, the receipt of your notification of the name of the successful Bidder; or
 - b) the expiration of the validity of my/our Bid or any extension thereof.

Signed: _____ (insert signature of person whose name and capacity are shown)

In the capacity of _____ (insert legal capacity of person signing the Bid Security Declaration)

Name: _____ (insert complete name of person signing the Bid Security Declaration)

Duly authorised to sign the bid for an on behalf of _____ (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)