

**INDIAN INSTITUTE OF TECHNOLOGY INDORE**  
(A Statutory Institute of Ministry of HRD, Govt. of India)



**NOTICE INVITING TENDER (NIT)**

**FOR**

**SUPPLY, INSTALLATION & COMMISSIONING OF THE**

**“LEASE LINE INTERNET CONNECTION OF CAPACITY 400 MBPS (1:1)”**

**FOR**

**IIT INDORE**

-----  
**Materials Management Section**  
**IIT Indore**  
**Workshop Building, Simrol**  
**Khandwa Road, Indore- 453552**  
**Tel.: 0731- 2438958, Email: [mms@iiti.ac.in](mailto:mms@iiti.ac.in)**  
**Website: [www.iiti.ac.in](http://www.iiti.ac.in)**



भारतीय प्रौद्योगिकी संस्थान इन्दौर

सिमरोल, खंडवा रोड, इन्दौर, भारत, पिन - 453 552

Indian Institute of Technology Indore

Simrol, Khandwa Road, Indore, India, PIN - 453 552

Ph. : 0731-2438949 / 958

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Mail : mms@iiti.ac.in

IIT Indore

NIT. No.: IITI(MM)/CC/2/2M/167/DV/2017-2018

September 12, 2017

## NOTICE INVITING TENDERS

### FOR

### Supply, Installation & Commissioning of the "Lease Line Internet Connection of capacity 400 Mbps (1:1)" for IIT Indore

- i. Indian Institute of Technology Indore (IITI) invites sealed tenders in two-bid format for Supply, Installation & Commissioning of the "Lease Line Internet Connection of capacity 400 Mbps (1:1)" at the Institute as per the specification given in the schedule attached with the tender as Part II. The tender document can be downloaded from the Institute website at URL Link: [http://www.iiti.ac.in/tender\\_mms.php](http://www.iiti.ac.in/tender_mms.php) or from Central Public Procurement Portal link: <http://www.eprocure.gov.in>.
- ii. **Tender Form:** Tender documents are in 2 (two) parts viz., Part I (Technical Bid) and Part II (Price Bid).
- iii. The tenders are to be submitted in sealed envelopes super scribing the name of the work clearly.
- iv. **Opening of Part I of the bid:** Only Part I (Technical Bid) will be opened in the presence of tenderers or their authorized representatives, who are present. Late and delayed tenders will not be opened and stand summarily rejected.
- v. Details of EMD, submission of tender, etc. are indicated elaborately in the tender document.
- vi. **Opening of Part II of the bid:** After verification of Part I (Technical Bid), price bid of only those tenderers who satisfy all the eligibility criteria laid down in this notification will be opened.
- vii. In case any document produced in support of eligibility criteria turns out to be not genuine, EMD stands automatically forfeited, before award of work or during the period of the contract.
- viii. **Evaluation of tender:** In case two or more tenders are equal in monetary terms, work will be awarded to the contractor who has executed contracts on performance, tenure, complexity etc.
- ix. IITI reserves the right to: a) reject any or all the tenders without assigning any reason whatsoever; b) not bind himself to accept the lowest or any tender; and c) accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted. Canvassing in connection with tender/quotation is strictly prohibited. Tender details can be viewed in the website [www.iiti.ac.in](http://www.iiti.ac.in)

Sd/-  
Dy. Registrar (MM)



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### Schedule of Requirements

<u>Description</u>	<u>Details</u>
Download of tender document	From September 12, 2017
Last date for receipt of tender	September 26, 2017 upto 03.00PM(IST)
Opening of Technical Bid of the tenders	September 26, 2017 at 03.30PM(IST)
Bid Security/ Earnest Money Deposit (EMD) Amount	<p><b>Online EMD submission of ₹ 70,000.00 (Rupees Seventy Thousand Only) via link: <a href="http://deposit.iiti.ac.in/mms">http://deposit.iiti.ac.in/mms</a></b></p> <p>EMD in any other form will not be accepted. Tenders received without valid EMD stand automatically rejected. EMD should be kept in a TECHNICAL BID ONLY.</p> <p>EMD to be submitted as per schedule of requirement. In respect of the successful bidder, this EMD will be returned on receipt of Security Deposit. EMD submitted by other bidders will be returned after finalization of the contract.</p>
Security Deposit	<p>The service provider has to submit a performance security of 10% of the total order value to be submitted from an Indian Scheduled Bank before release of final payment and after successful installation and commissioning of the equipment in the form bank guarantee valid for 2 months beyond the warranty period. No interest will be payable by the Purchaser on the Performance Security deposited. In case supplier fails to provide satisfactory after sale service within the warranty period, the Performance Security submitted by the firm is liable to be forfeited. PBG format at "ANNEXURE – II".</p> <p>The security deposit will be forfeited in case of breach of contract. After successful completion of the contract, the security deposit will be refunded within 60 days after adjusting dues if any to the IITI from the Contractor.</p>
Contract Period	One Year on annual renewal basis subject to satisfactory performance from the date of contract.



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Tender Validity	The bids submitted by the firm should be valid for 180 days
Tender to be submitted in	Tender Box at Workshop Building, IIT Indore, Khandwa Road, Simrol, Indore- 453552
Contact Person	Dy. Registrar (MM), Indian Institute of Technology Indore Khandwa Road, Simrol, Indore- 453552 Email: <a href="mailto:mms@iiti.ac.in">mms@iiti.ac.in</a> , Tel.: 0731- 2438958

**Note:**

- Prebid report dated 18/08/2017 is available on [http://www.iiti.ac.in/tender\\_mms.php](http://www.iiti.ac.in/tender_mms.php) as part of the NIT/tender document.
- **The firms, who have submitted their bid against the said tender on 05/09/2017, can re-validate their earlier quote or can submit afresh.**

The bidders shall send sealed quotations super scribing “NIT for Supply, Installation & Commissioning of the “Lease Line Internet Connection of capacity 400 Mbps (1:1)” for IIT Indore” with NIT No. and Due Date.

**INSTRUCTION TO BIDDERS (ITB)**

- Submission of tender:** Tender should be submitted in two parts.
  - Part I** should consist of all the technical details including their eligibility criteria documents, previous experience, EMD details etc.
  - Part II** should contain only the price.
- Envelopes:** Signed and sealed Part I and Part II should be kept in separate sealed covers. The cover for Part I should be super scribed as “**TECHNICAL BID for ‘Supply, Installation & Commissioning of the “Lease Line Internet Connection of capacity 400 Mbps (1:1)”’ Part I (Technical)**” and the cover for Part II should be super-scribed as “**FINANCIAL BID for Supply, Installation & Commissioning of the “Lease Line Internet Connection of capacity 400 Mbps (1:1)” Part II (Price)**”.
- All the two covers should be kept in a big single sealed cover super-scribed as Tender for ‘Supply, Installation & Commissioning of the “Lease Line Internet Connection of capacity 400 Mbps (1:1)”’.** Failure to comply with this instruction renders the tender/bid automatically disqualified.



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4. The tenderer should read the 'General Terms and Conditions' of the IITI annexed hereto and give their acceptance. The tenderer is advised to visit the IITI on any working day **between 1000 hrs and 1700 hrs** to assess the nature and quantum of work before tendering.
5. EMD Online Reference must be attached to the Techno-Commercial Bid Only and NOT to the Price Bid. Bids received without EMD will be rejected.
6. **Failure to fulfill any of the conditions laid down renders the tender invalid.**

### **PART – I (TECHNICAL BID)**

**A: TECHNICAL DETAILS: Item details and technical specification as mentioned below:**

Sl. No	Item Description	Qty.	Compliance Yes/No	Deviations, if any								
1	<p><b>Supply, Installation, Commissioning &amp; Maintenance Lease Line Internet Connection of capacity 400 Mbps (1:1)</b></p> <p><b><u>TECHNICAL SPECIFICATION (Schedule of Requirement):</u></b> Supply, Installation, Commissioning &amp; Maintenance of Full Duplex 400 MBPS (1:1) Leased Line Internet Connection at IIT Indore Campus. The technical specifications are as follows:</p> <p>Definition: - ISP – Internet Service Provider:</p> <table border="1"><thead><tr><th>Sl.</th><th>Technical Specification</th></tr></thead><tbody><tr><td>(a)</td><td>The connection has to be made available within 30 days (maximum) from the date of receipt of purchase order.</td></tr><tr><td>(b)</td><td>The ISP will have to provide all the required Terminal Equipment, UPS and any other required Accessories for the service, except Router.</td></tr><tr><td>(c)</td><td>Last Mile Connectivity on underground Optical Fiber Cable.</td></tr></tbody></table>	Sl.	Technical Specification	(a)	The connection has to be made available within 30 days (maximum) from the date of receipt of purchase order.	(b)	The ISP will have to provide all the required Terminal Equipment, UPS and any other required Accessories for the service, except Router.	(c)	Last Mile Connectivity on underground Optical Fiber Cable.	1 no	Bidder should submit compliance matrix	To be mentioned along with compliance matrix
Sl.	Technical Specification											
(a)	The connection has to be made available within 30 days (maximum) from the date of receipt of purchase order.											
(b)	The ISP will have to provide all the required Terminal Equipment, UPS and any other required Accessories for the service, except Router.											
(c)	Last Mile Connectivity on underground Optical Fiber Cable.											



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	(d) ISP should have Backup line and should provide 100% backup through alternate route (Self-healing fiber connectivity)			
	(e) Throughput: 100% non-blocking [symmetric] Uncompressed			
	(f) Acceptable Packet Loss/Drop: < 1 % (Till ISP Internet Gateway and with no dependencies on CPE router)			
	(g) Leased line output interface should be on Ethernet/Fiber.			
	(h) ISP should provide the 60 minutes UPS backup for their terminal equipment to provide stable leased line connection to IIT Indore.			
	(i) The ISP should quote total charges that include Equipment rental charges, Installation charges, Registration charges, Local Loop charges, Port charges, Service charges, Internet charges, other charges if any.			
	(j) The ISP should provide sufficient pool( /24)of public IP addresses (IPv4/IPv6) for these services. ISP must be capable to provide IPv6 support whenever required.			
	(k) The ISP should provide a service support of 24 X 7 basis.			
	(l) The ISP should monitor and maintain the leased line connectivity around the clock, which includes local circuit maintenance also.			
	(m) The ISP should ensure that the average round trip time for data packets will not exceed 30ms (milliseconds) between the ISP routers and IIT Indore site or Edge Network, as measured over any continuous 15-minute period.			



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	(n) ISP should have state of the art network Management Center and Network Operation Center, which operates on a 24*7 basis. ISP should have centralized trouble ticketing tool for call logging, monitoring and troubleshooting purpose. ISP should provide all the administrative contact information for maintenance. The ISP should ensure that their Support team is contactable 24/7 by IIT Indore. ISP should provide Single point of contact for service requirements such as ordering, implementation, operations and billing related matters.			
	(o) The ISP must share their support phone numbers, email address with their escalation matrix.			
	(p) The services shall be provided 24 hours & 7 days in a week. Expected uptime service availability should be 99.5% to be calculated quarterly.			
	(q) ISP should provide the link (MRTG) to monitor the leased line link utilization and should also provide Performance Reports: Real Time, Hourly, Daily, Weekly and Monthly basis.			
	(r) The contract will be initially for a period of one year starting from the date of successfully installation of leased line. Based on satisfactory performance, the contract may be extended maximum up to another two years on mutually agreed terms and conditions.			
	(s) It is suggested that the Service providers should visit IIT Indore to understand the requirement before quoting, to avoid any disputes later.			
	(t) The ISP will do preventive maintenance once in a quarter for upkeep of the Systems running.			



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**B: ELIGIBILITY CRITERIA:**

The Agencies that fulfill the following requirements shall be eligible to apply:

Sl. No.	Details	Compliance Yes/No	Documentary Proof Attached
1.	The bidder shall have a valid license to operate & provide Lease line services across all circles in India. (Documentary evidence/ Declaration to be submitted)		
2.	Contact Person No. & Email Id		
3.	PAN No.		
4.	The firm should have executed orders as following: (during the last 7 years from the date of publication of tender). (i) Two similar work of 50% of the estimated cost each [Order copy to be enclosed] OR (ii) Three similar work of 40% of the estimated cost each. [Order copy to be enclosed] The bidder should attach copies of the purchase orders / contracts and completion certificate/ satisfactory report, which should indicate the deliverables and scope of work for the ISP.		
5.	The firm should have executed /serving at least one order of 100 Mbps (1:1) Internet leased line or higher bandwidth, and one order of 50 Mbps (1:1) Internet leased line or higher bandwidth. Out of these two order, at least one order in which the service provided to any IIT/IIM/NIT or any central Government organization within Madhya Pradesh during the last 7 years from the date of publication of tender. The bidder should attach copies of the purchase orders / contracts and completion certificate/ satisfactory report to this effect.		
6.	The Bidder should be having valid ISP Class "A" Category License. (With date, license copy issued by Government of India/TRAI/DoT to be enclosed.)		
7.	The bidder (ISP) should have its own International Gateway in		





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	India. DOT License/ Certificate for the same to be enclosed.		
8.	The bidder must have the ownership of local circuit up to IIT Indore premise. (Declaration letter on company letterhead to be enclosed).		
9.	Bidder should have more than 7 years' experience in the ILL business from the date of publication of tender. (Proof to be enclosed).		
10.	The bidder must have at least 100 Internet leased line customers (10 MBPs or more) across in India. (Client list to be enclosed).		
11.	The ISP should have valid UASL license with NLD/ILD licenses and should be capable of providing Internet Lease Line through self-owned OFC backbone. The last mile connectivity media should also be self-owned. All the PoPs/NOCs should be connected on OFC and fully owned by the Service Provider.		
12.	Service Provider should have minimum thirty links of STM 16/64/10G level bandwidth connecting the core Network.		
13.	The ISP should own NOC in low seismic zone( $\leq 3$ ) at its own premises. DR NOC shall be within 500KM range in low seismic zone area. The NOC should have been in existence at least for last 7 years as on the date of NIIT.		
14.	The ISP should have valid ISO 9000 certification.		
15.	The ISP network shall have Metro Ethernet Forum Certifications.		
16.	Monitoring the links on a continuous and proactive basis during the currency of the contract and sending alerts to designated officials via SMS/Mails immediately on occurrence of any event.		
17.	ISP should provide online view access of their network topology, configuration details, link status, logs etc. to the designated officials of customer.		
18.	ISP should have at least 100 layer-3 PoPs and throughput of each PoP shall be at least 40 Gbps.		
19.	The successful bidder should provide the connection within 30 days (Maximum) at IIT Indore Campus from the receipt of the		



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	purchase order.		
20.	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company has never been debarred, black listed or changed the name of the firm (in original). <b>The Notary should be self-attested.</b>		
21.	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company is/are not involved in any Police Case/ Vigilance enquiry pending or ever been punished by any Hon'ble Court (in Original). <b>The Notary should be self-attested.</b>		
22.	EMD Online PAYMENT REFERENCE NO. (Attach copy of Receipt).		
23.	The tenderer shall submit the one copy of the tender document, with each page of this document signed and stamped to as a proof to confirm the acceptance of entire terms & conditions of the tender by the tenderer.		
24.	<b>WARRANTY OF QUALITY AND QUANTITY</b> a) The Vendor will be responsible for the comprehensive maintenance during the contract period after the acceptance of installation & testing of hardware for which IIT Indore will not make any extra payment. b) The vendor will do preventive maintenance once a quarter for upkeep of the Systems running. The schedule will have to be adhered to strictly by him. c) "The services shall be provided 24 hours & 7 days in a week. Expected uptime service availability should be 99.5%. d) The insurance of the equipment utilized in this service will be borne by the service provider.		
25.	The firm / agency must have a fully functional Customer Service Center(s) in this region, which is fully operational 24 X 365 days. List of Customer Service Center(s) must be enclosed with technical bid.		
26.	The firm / agency have adequate bandwidth at the backend to provide the desired bandwidth in Institute. Supporting document		



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	must be enclosed with technical bid.		
27.	ISP should have registered an average annual turnover of not less than ₹ 300 Crore per year for the last three financial year, excluding the turnover of associate companies		
28	Certificate (Attached as Annexure-I)		
29.	The Service Provider will do preventive maintenance once a quarter for upkeep of the systems running. The schedule will have to be adhered to strictly by him.		

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

\_\_\_\_\_  
Signature & Seal of the Bidder

Address of the Service Provider:

Contact No.:

Email id:



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## GENERAL TERMS & CONDITIONS

(Please read the following carefully and give acceptance for the same in the prescribed format and submit it with the Technical Bid).

1. **Bid Documents:** Tender should be submitted in Two-Bid:
  - a. **Cover 01(One) super-scribing Technical Bid i.e. Technical Specification & Eligibility Criteria, Receipt of Online Submission of EMD and all relevant documents including tender documents.**
  - b. **Cover 02(two) super-scribing Price Bid**

The two envelopes are to be duly sealed. Technical Bid and Price Bid shall be opened separately. No indication of the Prices will be made in the Technical Bid. Tenders received without proper sealing are liable to be rejected.

2. Tender will be opened in the presence of Bidders present on the due date of opening. Technical Bids of the Tenders received will be opened on that day and the sealed Financial Bids will be kept in IIT's custody.
  - a) The Time, Date and Venue of the opening of PRICE BID will be intimated only to those Bidders, whose Technical Bid is accepted after evaluation of details.
  - b) Incomplete Tender or Tender in which both Technical Bid and Price Bid are found in the same envelope is liable to be rejected.
  - c) All Columns should be furnished with relevant details and no column should be left blank.
  - d) Price Bid of the selected bidders only will be opened.
  - e) Bidder shall furnish the documents as per **Technical Bid**
  - f) The format of Price Bid Form should not be changed in any manner.
  - g) Addition/deletion/alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.
  - h) Unsigned Technical Bid and Financial Bid will be considered as Invalid Bid.
3. **Earnest Money Deposit (EMD / Bid Security (BS) has to be submitted by bidders except those who are registered with**
  - i. *Central Purchase Organization (CPO) i.e. DGS & D.*
  - ii. *National Small Industries Corporation (NSIC). However, this certificate should be for manufacturing of the item indented and not for selling items manufactured by other firms. The NSIC should be valid for a period of six months (180 days) beyond the Bid validity.*
  - iii. *Concerned Ministry / Department.*



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4. No interest will be payable by the Purchaser on the Earnest Money Deposit. The earnest money of all the unsuccessful tenderers will be returned to them at the earliest. The Earnest Money of successful bidder shall be returned on receipt of Performance Security. If the successful bidder fails to furnish the performance security or fails to provide service as per order terms and conditions within stipulated period, the earnest money shall be liable to be forfeited by IIT Indore.
5. In the event of the Security Deposit falling short of the aforesaid amount due to recover/adjustment of the losses suffered by the Institute during the currency of the Contract, the Contractor shall deposit/pay such amount by which the Security Deposit falls short immediately on demand or the same may be recovered from the Contractor's pending Bills with the institute. No claim shall be made against the IIT, Indore in respect of interest, if any due on the security deposit or depreciation in value.
6. **The EMD/Bid security may be forfeited**
  - a) If the bidder withdraws his bid during the period of validity specified in the bid form.
  - b) If the successful bidder fails to accept the order within a week of the issue of order.
7. **Return of the EMD/BS:** EMD/Bid security of the unsuccessful bidder will be discharged/ returned within 30 days of the finalization/Award of the Contract.
8. **Submission of Bid:**
  - a. The bids should be duly sealed and addressed to Dy. Registrar (MM), IIT Indore, Simrol, Khandwa Road, Indore- 453552.
  - b. **Any bid received after the specified time and date for submission of bids shall be rejected and returned to the bidder unopened.**
9. **Tender Opening:** In case the date fixed for the opening of the bids is declared as holiday by the Government of India, the revised schedule will be notified. However, in the absence of such notification, bids will be opened on the next working day, time and venue remaining unaltered.
10. **PAYMENT TERMS**
  - a. No advance payment will be made in any case.
  - b. Service Provider shall raise invoices on Quarterly basis on completion of each quarter (3 months period). Payment will be made within 30 days after deducting penalty amount (if any), on receipt of bills. No advance payment will be made.
  - c. TDS and any other Government levies applicable on bills as per Government instructions/ notifications issued from time to time shall be applicable and deducted from Contractor's bills.



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**Indian Institute of Technology Indore**  
Simrol, Khandwa Road, Indore, India, PIN - 453 552

Ph. : 0731-2438949 / 958  
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IIT Indore

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- b) The payments shall be made on receipt of the invoice with all supporting documents that the uptime has been maintained for each quarter (Jan-Mar, Apr-Jun, Jul-Sept and Oct-Dec). The vendor should submit the link uptime achieved to enable IITI to pay quarterly charges.

**11. OTHER CONDITIONS:**

- i. IIT Indore 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.
- ii. IIT Indore 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.
- iii. IIT Indore reserves the right to modify/change/delete/add any further terms and conditions prior to issue of purchase order.
- iv. IITI reserves its right to cancel the order if asked parameters are not being met continuously for three months.
- v. IITI reserves its right to terminate the contract partially or fully in the event of one or more of the following situations:
  - Bidder fails to install and commission the links within the stipulated time as per contract or within any extension thereof granted by IITI
  - Shortfall in achieving the Service Level requirement successively in two quarters in a financial year.
  - Bidder fails to perform any other obligation(s) under the contract.
  - Bidder fails to complete the activities with regards to Network Performance Tuning, as defined under the **scope of work of this** NIT, with in the stipulated period of time.
  - ISP must have presence in any IIT/NIT/IIM or central government organization for last three years

**12. SHIFTING:** In the event of shifting of CPE location, the Bidder [Service Provider] has to install and commission the link at the new location at his own cost once in the contract period.

**13. Local Conditions:**

It shall be the responsibility on each tenderer to fully inform / acquaint / familiarized itself with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract. All tenderer(s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions.

The Institute shall presume that the tenderer has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by



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Institute, on the basis of any non-clarity of information about local conditions being pleaded by the tenderer. Further, no claim for financial adjustment being made by the contract awarded on these tender documents will be entertained by the Institute.

**14. Validity:** Quoted rates must be valid for a period of 180 days from the stipulated last date of submission of bid. The overall offer for the assignment and tenderer(s) quoted price shall remain unchanged during the period of validity. In case the tenderer(s) withdraws, modifies or changes his offer during the bid validity period, the earnest money deposited paid by him shall be forfeited without assigning any reason thereof. The tenderer(s) should be ready to extend the validity, if required.

**15. Installation & Commissioning:** Project will be completed within 30 days from the date of issue of the Work order. All the aspects of safe delivery, installation, commissioning and uplink of the connectivity shall be the exclusive responsibility of the Service Provider.

#### **16. PENALTY CLAUSE:**

##### **16.1 Liquidated Damages:**

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

##### **16.2 ILL Link and Uptime calculation:**

Average uptime during a quarter should not be less than 99.5%. In case the vendor/ISP fails to maintain the said uptime; the vendor/ISP will be liable for penalty as mentioned below. Even if a peripheral or part of the equipment supplied by ISP is not working, the system will be considered as down.

'Uptime' refers to the availability of Internet leased line bandwidth. Uptime for the link shall be calculated based on the formula:

$$\text{Uptime (In percentage)} = 100 \times \frac{[\{\text{Total Available time per Quarter}\} - \text{Downtime of a Link}]}{[\text{Total Available time per Quarter}]}$$

Note:

- i. Total Available time per Quarter = (24 hrs. \* N days)
- ii. N = Number of calendar days in a Quarter
- iii. Downtime of a link = Downtime of the link in hours



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S.No.	Uptime %	Penalty in % on Quarterly charges
1	>= 99.5%	No Penalty
2.	< 99.5% and >=98.5%	3%
3.	< 98.5% and >=97.5%	5%
4.	< 97.5% and >=96.5%	10%
5.	< 96.5% and >=95.5%	20%
6.	< 94.5%	50%

- 17. Contract Period:** The contract period for providing the Internet Leased Line Connectivity to Institute would be initially for one year and will be further extended, based on the requirement of the Institute on yearly basis, unless it will stand cancel on expiry of contract or on written notice within 30 days. The agreed price would be applicable throughout the contract period. No hike in price would be admissible; however, if the prices are reduced on any account, benefit of the same should be passed on to Institute.
- 18. Commencement of Contract:** The Service Provider shall commence the work with 15 days from the date of receipt of the work order.
- 19.** IITI reserves the right to call for techno-commercial/price negotiations. The company should depute competent representative for such discussion/negotiations whenever called for and he shall be competent to take on the spot decisions.
- 20.** Please inform the IITI in writing whether the owner of the firm or any of their partners/employees has close relations working with IIT Indore. This is for record only.
- 21.** The instructions about bidding given in this advertisement and the Tender Documents should be read thoroughly before bidding. IIT Indore reserves the right to accept or reject any or all quotations at any stage without assigning any reason whatsoever it may be.
- 22.** Office stamps of tenders must be affixed below their signatures.
- 23. Force Majeure:** The service provider shall not be liable for forfeiture of its performance security liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an even beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.





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If a Force Majeure situation arises, the service provider shall promptly notify IITI in writing of such conditions and cause thereof. Unless otherwise directed by the IITI in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

- 24. Cancellation:** IIT- Indore reserves the right to accept or reject or cancel any or all enquiries or quotations at any stage without assigning any reason thereof. In case of cancellation of order due to Non-compliance of the Terms and Conditions and Breach of the Contract, No compensation will be paid towards progress of order/procurement.
- 25. Governing Law:** The order placed will be contract between the supplier and the buyer and shall be governed by the LAWS of India and under the contract shall be taken by the parties only in Indore, India to competent jurisdiction.
- 26.** All communications are to be addressed to the Deputy Registrar (MM), IIT Indore.



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**ANNEXURE "I"**  
**ACCEPTANCE CERTIFICATE**

I/We.....(Designation)..... of (Name  
of the Company) ..... Have read and  
understood and hereby accept the above mentioned instructions, general terms & conditions, scope  
of work and the entire tender document for the **Supply, Installation & Commissioning of the**  
**"Lease Line Internet Connection of capacity 400 Mbps (1:1)" for IIT Indore.**

**Signature of Authorized Signatory**

**Company Seal / Stamp**

**Date:**

**Place:**



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## PART – II -PRICE BID

Rates for 'Supply, Installation & Commissioning of the "Lease Line Internet Connection of capacity 400 Mbps (1:1)" for IIT Indore':

Sl. No.	Details of Scope of work	Amount/Rs. per month (lump sum inclusive of all)
1.	Supply, Installation & Commissioning of the "Lease Line Internet Connection of capacity 400 Mbps (1:1)" for IIT Indore	
2.	GST	
3.	Any Other Charges	
<b>TOTAL =</b>		

**Taxes:** Taxes, statutory levies, if any will be paid as rules in force time to time.

**Date:**

**Signature of the Tenderer with Seal & Address**



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**ANNEXURE "II"**  
**FORMAT FOR SECURITY DEPOSIT**

To,

.....  
**WHEREAS** ..... (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. .... dated .....to supply (description of goods and services) (herein after called "the contract").

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

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

**NOW THEREFORE** we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We further undertake to pay the Purchaser/Service user any money so demanded notwithstanding any dispute or disputes raised by the supplier(s)/vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s)/vendor(s) shall have no claim against us for making such payment.

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

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

This guarantee shall be valid until the ..... day of ....., 20.....

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

Phone No., Fax No. & e-mail id.