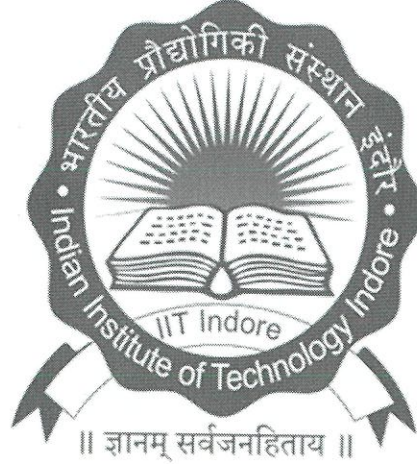




भारतीय प्रौद्योगिकी संस्थान इंदौर
सिमरोल, खंडवा रोड, इंदौर, पिन- 453552

Indian Institute of Technology Indore
Simrol, Khandwa Road, Indore- 453552

निविदा आमंत्रण सूचना Notice Inviting Tender

लीज लाइन 100 एमबीपीएस क्षमता का इंटरनेट कनेक्शन (1:1) की
आपूर्ति, स्थापना, कमीशनिंग और रखरखाव के लिए बोली दस्तावेज

**Bidding Documents for Supply, Installation,
Commissioning & Maintenance Lease Line Internet
Connection of capacity 100 Mbps (1:1)**

आवश्यकता की अनुसूची के अनुसार तकनीकी एवं वित्तीय बोली के दस्तावेज़
ऑनलाइन जमा करने हेतु

**Document to be submitted online.
for
(Technical & Financial Bid as per Schedule of requirement)**



भारतीय प्रौद्योगिकी संस्थान इंदौर
सिमरोल, खंडवा रोड, भारत, पिन- 453552

Indian Institute of Technology Indore
Simrol, Khandwa Road, Indore- 453552

दूरभाष: 91-0731-6603369/3551

Tel.: 91-0731-6603369/3551

Email: mms@iiti.ac.in

**निविदा आमंत्रण सूचना / Notice Inviting Tender
(E-Procurement Mode)**

Online Tender is invited by IIT Indore (in Two Bid System) from the respective Internet Service Provider and their Authorized Distributors/ Dealers/Firms etc. for **Supply, Installation, Commissioning & Maintenance Lease Line Internet Connection of capacity 100 Mbps (1:1) at Indian Institute of Technology, Indore with "PART A" as Technical Bids and "PART B" as Financial Bids.**

The details are as follows:

Sl. No.	Name of the Item	NIT No.	EMD
01.	Supply, Installation, Commissioning & Maintenance Lease Line Internet Connection of capacity 100 Mbps (1:1)	348	Not Applicable
SUBMISSION OF BIDS ONLINE IN TWO BID https://eprocure.gov.in/eprocure/app			

IIT Indore shall not be responsible for non-receipt bid due to internet issues or any other reasons.

For any issues related to tender please contact Material Management Section,
Tel: +91- 0731-660 Ext 3369/3551/3408 Email: mms@iiti.ac.in

Assistant Registrar
MM Section, IIT Indore
सहायक कुलसचिव
(सामग्री प्रबंधन विभाग)
Assistant Registrar
(Materials Management Section)

विषय- सूची / CONTENTS**Tender for Lease Line Internet Connection of capacity 100 Mbps (1:1)**

Sl. No.	Contents	Page No.
SECTION - 1	SCHEDULE OF TENDER	4
SECTION - 2	INSTRUCTIONS TO THE BIDDERS FOR ONLINE BID SUBMISSION	5
SECTION - 3	GENERAL TERMS AND CONDITIONS OF TENDER	
<u>PART - I</u>		6-9
<u>PART - II</u>		9-13
SECTION - 4	SPECIAL TERMS AND CONDITIONS	
<u>PART - I</u>		14
SECTION-5	PRE-QUALIFICATION CRITERIA	
PART I - LIST OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID		15
PART II- ELIGIBILITY CRITERIA		16
PART III - TECHNICAL SPECIFICATION BID		17-18
PART IV - UNPRICED TECHNICAL BID		19
SECTION -6	Financial Bid	20
FORM- I	DECLARATION OF ANNUAL TURNOVER AND INCOME TAX RETURN	21
FORM- II	MANUFACTURER'S AUTHORIZATION & WARRANTY SUPPORT DECLARATION	22
FORM- III	DECLARATION FOR LOCAL CONTENT	23
FORM- IV	CERTIFICATE BY BIDDER- DPIIT REGISTRATION	24
FORM- V	DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION	25
FORM- VI	BIDDER INFORMATION FORM	26
FORM- VII	PREVIOUS SUPPLY ORDER LIST FORMAT	27
FORM- VIII	ACCEPTANCE OF TENDER TERMS	28-29
FORM- IX	PERFORMANCE SECURITY FORMAT	30

अनुभाग-1 / SECTION- I**निविदा की अनुसूची/ SCHEDULE OF TENDER**

Sl. No.	Event	Date and Time/ Remarks
01	Commencement of Downloading of Tender Document	September 01, 2023 https://eprocure.gov.in/eprocure/app and https://www.iiti.ac.in/tender
02	Last date & Time of Submission of Bids Online (Technical and Financial Bid)	September 11, 2023, up till 03:00PM, (IST) Please refer NIT Documents
03	Date & Time of Opening of Technical Bids	September 12, 2023, at 03:00 PM, (IST) Please refer NIT Documents
04	All communications with respect to the tender shall be addressed to:	Assistant Registrar, MM Section 4th Floor, Abhinandan Bhawan (West Wing), Indian Institute of Technology, Indore Khandwa Road Simrol, Indore- 453552 Tel.: 0731-660 Ext 3369/3551/3408 Email: mms@iiti.ac.in
05	For any assistance required	CPP Portal website: www.eprocure.gov.in CPP Portal Help Desk Toll-Free No.: 18002337315, 180030702232

Assistant Registrar
MM Section, IIT, Indore
सहायक कुलसचिव
(सामग्री प्रबंधन विभाग)
Assistant Registrar
(Materials Management Section)

अनुभाग-2 /SECTION-II**ऑनलाइन बोली जमा करने के लिए बोलीदाताओं को निर्देश****INSTRUCTIONS TO THE BIDDERS FOR ONLINE BID SUBMISSION****भाग - 1 / PART-I**

1. The tender shall be submitted in accordance with these instructions and any tender not confirming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender and the contract.
2. For Online Bid Submission as per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>). The bidders are requested to submit the copies of their bids electronically (digitally) on CPP Portal, using valid Digital Signature Certificates. More useful information regarding submission of the online bids is available/obtained at URL:<http://eprocure.gov.in/eprocure/app> on the CPP Portal.
3. **For Registration:** Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>) by clicking on the link **"Click here to Enroll"**.
4. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents mentioned in the bid document must be uploaded On-line <http://eprocure.gov.in/eprocure/app>. **The Bids sent through FAX, E-mail, by hand and/or by any post/courier shall not be accepted/ processed, in any case.**
5. The bidders may submit duly filled and completed bidding document ONLINE as per instructions contained in the bidding documents. Incomplete bid shall be liable to be rejected. The conditions of tender shall be governed by the details contained in complete bid document.
6. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. The IIT Indore reserves the right to accept or reject any or all the bids at any stage.
7. The detailed instruction for online submissions of bid(s) through e-procurement module of Central Public Procurement of NIC, the bidder(s) may visit following link:- <http://eprocure.gov.in>

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

भाग - 2 / PART-II - ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

अनुभाग-3 /SECTION- III
सामान्य नियम और शर्तें
GENERAL TERMS AND CONDITIONS

भाग - 1 / PART - I

1. **Bidder:** Tenders are invited only from **Internet Service provider OR their Authorized Distributors/ Dealers/Firms etc.**, Vendors are requested to **attach valid proof** to show that they are the Authorized Dealers of the brand that they are quoting for the manufacturers of the product. Bids/Quotations of the internationally recognized brand from authorized dealers only will be accepted.
2. **Tender Type: Two- Bid through Online Mode.**

A) Technical Bid (COVER- 1): Technical bid will be opened on the due date for technical evaluation of bids. The technical evaluation matrix will be uploaded on CPP Portal for intimation to the firms. The technically disqualified firms can represent disqualification within a week of uploading of technical evaluation matrix on CPP Portal. **Non- representation within the stipulated time the tender will be processed further, and no representation will be accepted thereafter.**

B) Financial Bid (COVER- 2): The financial bids of technically qualified responsive bidders will be opened.
3. **Bid Submission:** Bidders are requested to submit the bids after the date of submission of bid.
4. **Late Bids:** IIT Indore shall not be responsible for non-receipt of bid due to internet issues or any other reasons.
5. **Bid Validity:** The bids shall be valid for a period of **180 days** from the date of opening of the tenders.
6. **Modification and withdrawal of bids:** No bid can be modified subsequent to the deadline for submission of bids. No bid can be withdrawn after the deadline for submission of bids and the expiration of the period of bid validity.
7. **Opening of Tenders:** The decryption of the bids would be done as specified schedule mentioned in the tender document on the Central Public Procurement Portal. In the event of the specified date of Bid opening being declared a holiday for the IIT, Indore the Bids shall be opened at the appointed time and location on the next working day.
8. **Bid Security (EMD):**

a. **Earnest Money Deposit (EMD / Bid Security (BS) has to be submitted by bidders except those who are registered with:-**
(i) Micro and Small Enterprises (MSEs)
(ii) Central Purchase Organization (CPO)
(iii) Concerned Ministry / Department.
(iv) Startups as recognized by the Department for Promotion of Industry and Internal Trade (DPIIT).

b. In case the unit is not covered as above, the EMD should be submitted online via <https://www.onlinesbi.sbi/sbicollect/collecthome.htm> and the payment reference should be

attached in PDF with Cover I

- c. The EMD will be returned to the unsuccessful bidders within 30days after the placement of order or within 30 days from the date of technical rejection or after the completion of the validity of the bid.
- d. The EMD will be forfeited if the technically qualified L-1 bidder fails to accept the order based on his/her offer/bid or fails to supply the items.
- e. No interest will be payable by the bidder on the Earnest Money Deposit.
- f. The Earnest Money of the successful bidder shall be returned on receipt of Performance Security. If the successful bidder fails to furnish the performance security or fails to supply the item as per Purchase Order (PO) terms and conditions within the stipulated period, the earnest money shall be liable to be forfeited by IIT Indore.

10. Bid Evaluation Procedure: For the purpose of selection of the bidder, a two-stage bidding process will be followed.

- a) The technical evaluation committee shall examine the bids to confirm that all documents and technical documentation requested in **SECTION- 5** have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the offer shall be liable to be rejected. The financial bid will be opened only for the bid which submits all the required necessary documents and is verified by the technical committee as technically qualified responsive bidder as per NIT.
- b) The response to the tender should be submitted in two parts viz. Technical Bid & Commercial Bid.
- c) Evaluation will be done strictly on Pre-Qualification/Eligibility Criteria, Technical criteria and Unpriced Technical Bid as mentioned in **SECTION 5 (PART- I, II & III)**. If required, the committee may invite the bidders to demonstrate the specification, features of the quoted item as part of the technical evaluation.
- d) For Indigenous supply, All the bid shall be evaluated on the basis of final landed cost at IITI which includes all taxes duties and other charges. If bidders quote different GST slabs for a product, then IITI will follow HSN code and GST rules of GOI for uniform comparison of all bids.

11. Award Criteria:

- a) The Purchaser reserve the rights to award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- b) Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or e-mail that the bid has been accepted and a separate purchase order shall follow through post
- c) The successful bidder should submit Order acceptance within 02 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor has accepted the order.

12. Purchaser's Rights:

- a) The Purchaser reserves the right to accept or reject any bid at any stage and to annul the bidding process and reject all bids at any time prior to award of Contract.
- b) The Purchaser reserves the right to increase or decrease the quantity to an extent of 25%(maximum) of the required goods/items, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially

has been supplied in full before the last date of the delivery period (or the extended delivery period)

- c) IIT Indore reserves the right to call for techno-commercial/price negotiations. The company should depute a competent representative for such discussion/negotiations whenever called for and he shall be competent to make on-the-spot decisions.

13. Fall Clause: The price quoted by the supplier should not be higher than the maximum retail price, if any, for the stores and the same shall not be higher than the price usually charged by the supplier for stores of the same nature, class or description to any other purchaser. The price charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed.

14. Place of Delivery & Schedule:

Central Stores Section, IIT Indore, Simrol, Khandwa Road, Indore – 453552, from Monday to Friday between 10:00 A.M. to 05:00 P.M. and should be delivered within the given schedule.

Contact No. of Central Stores Section: 0731-6603413,3506 or Email: css-mms@iiti.ac.in

15. Guarantee/ Warranty: The equipment should be covered with a comprehensive on-site warranty against any manufacturing defect. Warranty certificate should be submitted with the bill(s).

- a) Any deviation in the material and the specifications from the accepted terms may be liable to be rejected and the bidders need to supply all the goods in the specified form to the satisfaction / specifications specified in the order / contract and demonstrate at their own cost.
- b) Upon receipt of notice for defective material, the firm shall replace the defective material, free of cost at the destination within 15 days of receipt of the notice. No claim whatsoever shall lie on IIT Indore for the replaced goods, thereafter. If the firm fails to replace the defective goods within a reasonable period, IIT Indore may proceed to take such remedial action as may be necessary, at the company's risk and cost.

16. PRE- INSTALLATION: Please also mention the pre-installation requirements for the equipment like ambient temperature, humidity, civil work, weather specifications, power specifications, etc. When items are provided full performance satisfaction should be demonstrated.

17. INSTALLATION & COMMISSIONING: BIDDER shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty period and thereafter as mentioned in the contract. Installation demonstration to be arranged by the supplier free of cost and the same is to be done within **15 DAYS** of the arrival of the equipment at site. **For delayed in delivery or in satisfactory, installation, commissioning, testing & training the liquidated damages will be imposed @ 0.5% (Half Percent) per week subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of IIT Indore.**

18. PENALTY CLAUSE

- a) **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.
- b) **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:

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

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

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%

19. Patent Rights: The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

20. Subletting of Work: The firm shall not assign or sublet the work/job or any part of it to any other person or party. The tender is not transferable. Only one tender shall be submitted by one tenderer.

21. No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tenders for technical discussions/ price negotiations. Any violation of this will render the quotations invalid and the firm is liable to be blacklisted.

भाग - 2 / PART – II

1. Requirement of registration: Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

- b. Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT).
- c. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- d. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 1. An entity incorporated, established or registered in such a country; or
 2. A subsidiary of an entity incorporated, established or registered in such a country; or
 3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 4. An entity whose beneficial owner is situated in such a country; or

5. An Indian (or other) agent of such an entity; or
 6. A natural person who is a citizen of such a country; or
 7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- e. For details about registration procedures please visit the above-mentioned OM. Mandatory documentary evidence regarding the bidder's registration with DPIIT is to be submitted along with the tender, failing which the tender shall be liable for rejection. Bidders are also requested to submit the Model Certificates as per Annexure for this tender as mentioned in the Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020

2. **Benefits to Micro and Small Enterprises (MSEs)/Start-Up:**

- i. With reference to the Order of the Ministry of MSME, under the Public Procurement Policy March 2012, Micro and Small Enterprises shall be entitled for benefits, subject to terms and conditions, as under:
 - a) The registration shall be valid as on date of placement of order. A self-attested photocopy of the UDHAYM REGISTRATION certificate should be submitted. The registration must be for the items/category of items /services relevant to the tendered items/category of items/services as a MANUFACTURER OR SERVICE PROVIDER as Major Activity.
 - b) **If the bidder is a MSME, it shall declare in the bid document the Udyog Adhar Memorandum Number issue to it under MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs order 2012."**
 - c) The benefit as above to MSEs shall be available only for Goods produced and services rendered by MSEs. However, trader/sellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.
 - d) **Purchase Preference for MSE :**
 - i. Price quotation in tenders: In tender, participating Micro and Small Enterprises, quoting price within price band of L1+15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such MSE shall be allowed to supply up to 25 per cent of total tender value..
 - ii. In case that two or more MSEs are within the L1 +15% band, all such MSEs will be offered the opportunity to match the L1 rate and 25% of the order will be shared equally by them.

ii **STARTUP(S):** Relaxation regarding prior turnover and prior experience is applicable only to all startups recognized by Department for Promotion of Industry & Internal Trade (DPIIT) subject to meeting of quality and technical specifications. Startups may be MSMEs or otherwise. However, they must enclose valid self-attested registration certificate(s) along with the tender to this effect.

3. **Public Procurement (Preference to Make in India), Order 2017**

- i. IITI shall compare all substantially responsive bids to determine the lowest valued bid. This Institute is following and abide with the Public Procurement (Preference to Make in India), Order 2017, DIPP, MoCI Order No. P-45021/2/2017-B.E.II dated 15th June 2017 and its subsequent amendments. Accordingly, preference will be given to the Make in India products while evaluating the bids, however, it is the sole responsibility of the bidder(s) to specify the product quoted by them is of Make in India product along with respective documentary evidence as stipulated in the aforesaid order in the technical bid itself.
- ii. As per the above order and its subsequent amendments "Local Content" means the amount of value added in India which shall be value of the item procured (excluding net domestic indirect taxes) minus the value of the imported content in the item (including all the custom duties) as a proportion of the total value, in percent. Accordingly, the suppliers will be classified in the following categories.
 - a. Class I local Supplier – has local content minimum 50%
 - b. Class II local Supplier – has local content minimum 20% but less than 50%.

iii. **Verification of Local Content:**

The Class I Local Supplier /Class II Local Supplier at the time of bidding shall be required to indicate the percentage of local content and provide self-certification as per Annexure that the items offered meet the local content requirement. The details of the location(s) at which the local value addition is made also needs to be specified.

- iv. **Purchase preference** shall be given to Class I local suppliers in all procurements undertaken by the purchaser in the following manner:
 - a. **Among all qualified bids, the lowest bid will be termed as L1.** If L1 is from a 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - b) **If L1 bid is not a 'Class-I local supplier'**, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
 - c) In the procurements of goods which are not divisible in nature the Class-I local supplier shall get purchase preference over 'Class-II local supplier' as per following procedure:
 - i. **Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract will be awarded to L1.**
 - ii. **If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local suppliers, will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.**
 - iii. **In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local suppliers' within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder 'Class-II local supplier'.**
 - iv. **'Class-II local supplier' will not get purchase preference in any procurement undertaken by the procuring entity.**

Note for MSME/NSIC/Start up Bidder: If in the view of bidder, any exemption / relaxation is applicable to them from any of the eligibility requirements, under any Rules / Guidelines/ Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule/Guidelines/ Directives with a copy of such notification. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of their claim. The relevant and valid certificates in support of claim of exemption must be submitted along with the Technical Bid.

This Bid is also governed by latest General terms and conditions as per GeM Purchase preference shall be given to Class-I/Class-II local Suppliers meeting the institute requirement of minimum in line with the public procurement (Preference to Make in India) vide OM No. P45021/2/2017-PP (BE-II) dated 04 June 2020.

A Self-Declaration Certificate regarding "Class-I Supplier" for the tendered item as per the Annexure is to be submitted.

4. **FURNISHING FRAUDULENT INFORMATION/ DOCUMENT-** False declarations will be in breach of the 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.
5. IIT Indore is a green zone campus, hence, after delivery and acceptance of item suppliers should take back the waste packing material such as plastic, wrapping paper, and toxic material. Further, any wooden packing material is to be handed over to the store.

6. **Force Majeure:** Neither the contractor nor the institute shall be liable to the other, for any delay in or failure of their respective obligations under this control caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage, fire, floods, explosion, epidemic, quarantine restrictions, any law statute or ordinance order actions or regulations of the Government or any compliance there is similar to the above. Either party shall promptly notify the other of his commencement and cessation of such contingency and prove that such is beyond the controls and effects the implementation of this contract adversely.
7. Please inform IIT Indore 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.
8. IIT Indore reserves the right to modify/alter/Insertion or deletion on any part of the tender document to ensure fulfillment of its material & service requirement at any stage.
9. 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.
10. **Breach of Terms and Conditions:** IIT- Indore reserves the right to accept or reject or cancel any or all inquiries or quotations at any stage without assigning any reason thereof. In case of cancellation of order due to Non-compliance of with Terms and Conditions and Breach of the Contract, No compensation will be paid towards the progress of order/procurement.
11. **Representation against the disqualification:**
- The bidder has the right to submit a representation to the Assistant Registrar (MM) within 02 days from the date of intimation via email or as per specified timeline in the communication.
 - The representation of the bidders will be reviewed by the technical committee and the appropriate response will be shared via email.
 - In case of no response of the firm against any communication from IITI within the specified time period, it will be presumed that the query has been resolved and no further communication on the said point will be considered.
12. **Governing Law:** The order placed will be a 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. All Domestic and International disputes are subject to Indore jurisdiction only.
13. **Conflict of Interest among Bidders/Agent:** The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- they have controlling partner (s) in common; or
 - they receive or have received any direct or indirect subsidy/financial stake from any of them; or
 - they have the same legal representative/agent for purposes of this bid; or
 - they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
 - The bidder participates in more than one bid in this bidding process. Participation by a bidder on more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/subassembly/assemblies from one bidding manufacturer in more than one bid.
 - in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

- i. The principal manufacturer directly or through one Indian agent on his behalf; and
- ii. Indian/foreign agent on behalf of only one principal.
- g. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- h. In the case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/similar line of business.

14. Code of Integrity (Rule 175)

- 1. Applicable for both the procuring entity and the bidder.
- 2. The Code of Integrity prohibits.
 - a. Making offer, solicitation, or acceptance of bribed
 - b. Any misrepresentation that attempts to mislead
 - c. Collusion, bid rigging, anti-competitive approach.
 - d. Coercion or threat to impair or harm.
- 3. Disclosure of Conflict of Interest (Guidance will be in Manuals)
- 4. Disclosure of any previous transgression by the bidder
- 5. Procuring entity may take appropriate measures including debarment of bidder.

Note – Non-compliance of the above-mentioned points may disqualify your offer for further consideration.

अनुभाग-4 /SECTION - IV**विशेष नियम एवं शर्तें / SPECIAL TERMS AND CONDITIONS****भाग - 1 /PART-I****1. PAYMENT TERMS & CONDITIONS:**

- 100% of the Onetime installation & commissioning charges shall be paid within 30 days after satisfactory installation, commissioning and certified invoice with test report submitted by the end user.
- Service charges shall be payable on a quarterly basis at the end of the quarter, for this the Service Provider will raise the bill atleast one week in advance before the end each quarter and certified invoice submitted by end user.

2. Performance Security:

- Within fourteen days (or any other period mentioned in Tender Document or Contract) after the issue of Purchase Order by the Procuring Entity, the firm shall furnish to the IITI, performance security, valid up to **sixty days** after the date of completion of all contractual obligations by the contractor, including the warranty obligations.
- The **10%** amount of the order value shall be stipulated in Tender Document or Contract denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:
 - Unless otherwise stipulated in Tender Document or Contract, Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque is drawn on any commercial bank in India, favoring the authority mentioned in therein (or FA&CAO of the Procuring Organisation, if not mentioned).
 - Bank Guarantee issued by a commercial bank in India, in the prescribed form provided in **FORM- X**.
- If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.

3 Delivery: Free delivery at IIT Indore inclusive of freight, Insurance and unloading charges.

- In case the equipment offered requires maintenance after the expiry of the warranty, please indicate the approximate cost of comprehensive and on-call basis maintenance and also the availability of local support or otherwise.

4. The contract will be initially for a period of one year starting from the date of successfully commission of leased line service. Based on satisfactory performance, the contract may be extended maximum up to another two years on mutually agreed terms and conditions**5 Please note clearly that the Bids sent through FAX, E-mail, by hand and/or by any post/courier shall not be accepted/ processed, in any case.**

Assistant Registrar (MM)

राहायस कलसचिव
(सामान्य प्रशासन विभाग)
Ass Registrar
(Materials Management Section)

अनुभाग-5 / SECTION- V**पूर्व योग्यता मानदंड/Pre- Qualification Criteria****भाग - 1 /PART - 1****LIST OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID**

Sl. No.	Details	Supporting Document Should Submitted
1.	The Bidder should be OEM/Authorized/Distributors/Dealers/Firms etc. and should have the existence of firm for a minimum period of 5 Years.	For OEM:- Valid Certificate of Incorporation/Registration Certificate of the firms.
2.	Bidder should submit a valid Authorization Form specific to this tender.	The authorization letter should be on the Letterhead of the concerned Internet service provider. In case of Authorized/distributor/dealer/agent Copy of the valid authorization, the certificate shall be enclosed. Offer submitted without proper authorization shall be liable to be rejected summarily.
3.	Udyam Registration certificate to be attached for (Major activity- Manufacturer of the tendered items) & (Major Activity – Service in case of the service tender)	Self-certified copies of documents.
4.	Startup Certificate if bidder claim as a startup	Self-certified copies of documents.
5.	Bidder Information	As per enclosed FORM - VI
6.	List of other Govt. Departments, Public Sector units and Central Autonomous Bodies for which the bidder is supplying material or having the similar type of contracts and a valid certificate regarding the satisfactory performance of the contract	As per enclosed FORM - VII
7.	Bidder Acceptance of Tender Document	As per enclosed FORM - VIII
8.	The bidder should not have been blacklisted by any Government / Semi Government / Board /Corporations /Autonomous Body/ PSU. An undertaking/declaration in this regard should been closed. If any such matter i.e. of blacklisting /suspension is subjudice, even then the concerned firm shall be technically disqualified	As per enclosed FORM - V
9.	Make In India- Class-I or Class-II Local Supplier	A Self-Declaration Certificate regarding "Class-I or Class-II Supplier" for the tendered item as per the Annexure- is to be submitted.

भाग - 2 /PART – 2**ELIGIBILITY CRITERIA**

1. The firm should have executed similar orders in last 3 years from the date of publication of tender. 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.
2. The firm should have executed /serving at least one order of 100 Mbps (1:1) Internet leased line or higher bandwidth in which the service provided in any central/state government organization within Madhya Pradesh during the last 3 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.
3. The Bidder must have presence in pan India.
4. The bidder should be registered with Registrar of companies/firms in India as per companies Act 1956 / Act 2013.
5. ISP should have an average annual turnover of Rs. 10 Crores in last 3 years – Audited Annual report duly certified by CA.
6. ISP should have ISO Certificate 27001 & 22301 – Valid ISO certificates to be attached.
7. 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.)
8. The bidder should have more than 3 years' experience in the ILL business from the date of publication of tender. (Proof to be enclosed).
9. The bidder must have at least 100 Internet leased line customers (10 MBPs or more) across in India. (Client list to be enclosed).
10. The bidder should have a Unified License (All Services) with validity of at least 5 years.
11. The ISP must have OWN NLD (National Long Distance) infrastructure of fiber lay across the country and should have valid NLD license for at least three more years from the time of bidding. (Attach copy of the NLD license).
12. The bidder (ISP) should have its own / leased International Gateway in India, which should be connected onto international fibre systems. Appropriate License / certificate for the same to be enclosed.
13. The ISP should own NOC in different seismic zone at its own premises. DR NOC shall be within 500KM range in low seismic zone area. The NOC should have been in existence at lease for last 7 years as on the date of NIIT.
14. Monitoring the links on a continuous and proactive basis during the currency of the contract ad sending alerts to designated officials via SMS/Mails immediately on occurrence of any event.
15. ISP should provide online view access of their network topology, configuration details, link status, logs etc. to the designated officials of customer.
16. ISP should have at least 100 layer-3 PoPs/Nodes across India.
17. The successful bidder should provide the connection within 30 days (Maximum) at IIT Indore Campus from the receipt of the purchase order.

Note: Non-Compliance with any of the above conditions by the bidders will be tantamount to non-eligibility for which tender has been floated and its bid shall be liable to be rejected summarily.

Signature & Seal of Bidder

अनुभाग-5 / SECTION- V
तकनीकी विशिष्टता / Technical Specification
भाग - 3 /PART - III

(Bidder should submit compliance matrix along with Technical Bid)

Service details and technical specifications as mentioned below: Supply, Installation, Commissioning & Maintenance 100 MBPS (1:1) Leased Line Internet Connection at IIT Indore Campus

Sl. No.	Description/ Specification	Compliance Yes/No	Deviation if any
01.	The connection has to be commissioned within 30 days (maximum) from the date of receipt of purchase order		
02.	The ISP will have to provide all the required Terminal Equipment, UPS and any other required Accessories for the service, except Router.		
03.	Last Mile Connectivity may be on RF or OFC.		
04.	ISP should have connectivity in ring and should provide 100% backup through alternate route.		
05.	Throughput: 100% non-blocking [symmetric] Uncompressed		
06.	Acceptable Packet Loss/Drop: < 1 % (Till ISP Internet Gateway and with no dependencies on CPE router)		
07.	Leased line output interface should be on Ethernet/Fiber.		
08.	ISP should provide the 60 minutes UPS backup for their terminal equipment to provide stable leased line connection to IIT Indore.		
09.	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.		
10.	The ISP should provide sufficient pool of public IP addresses (IPv4/IPv6) for these services. ISP must be capable to provide IPv6 support whenever required.		
11.	The ISP should provide a service support of 24 X 7 basis		
16.	The ISP should monitor and maintain the leased line connectivity around the clock, which includes local circuit maintenance also.		
17.	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.		
18.	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 reachable 24/7 by IIT Indore. ISP should provide Single point of contact for service, operation, and technical issues		
21.	The ISP must share their support phone numbers, email address with their escalation matrix		
34.	The services shall be provided 24 hours & 7 days in a week. Expected uptime service availability should be 99.5% to be calculated quarterly.		
35.	ISP should provide traffic graph to monitor the leased line link utilization and should also provide Performance Reports: Real Time, Hourly, Daily, Weekly and Monthly basis		
36.	The contract will be initially for a period of one year starting from the date of successfully commission of leased line service. Based on satisfactory performance, the contract may be extended maximum up to another two years on mutually agreed terms and conditions		
37.	It is suggested that the Service providers should visit IIT Indore to understand the requirement before quoting, to avoid any disputes later.		
38.	The ISP will do preventive maintenance once in a quarter for upkeep of the Systems running.		

Note :

- A) The bidder should submit his acceptance against each column as YES/NO and if No, the bidder should specify the deviation.
- B) Firm should quote separately for each item as per BOQ.
- C) Valid proof of the document in support of the claim to be enclosed with the technical bid.
- D) The Quantity mentioned above is also indicative and might change in the final order.
- E) Prospective bidders can quote Rate as per Unit and the institute will decide on the final order quantity.

(Signature of the Bidder, with Official Seal)

अनुभाग- 5 / SECTION- V**अमूल्यंकित तकनीकी बोली / UNPRICED TECHNICAL BID****भाग - 4 /PART - IV**

(Bidder should provide the following details on Letter head)

TENDER NO.:

Date:

Name of the Bidder _____

Sr. No.	Service Description	Quantity	Contact Period	GST %
1	Lease Line Internet Connection of capacity 100 Mbps (1:1)	1		

Other Terms & Conditions

		Yes/No
1.	Payment terms	:
2.	Delivery Period 30 days from the date of Purchase Order	:
3.	Installation within 15 days of delivery	:
4.	Contract Perion One year	:
5.	Specify any other terms & conditions:	:

अनुभाग-6 /SECTION- VI
वित्तीय बोली / Financial Bid

FINANCIAL BID –Schedule of price bid in the form of BOQ format:

1. The below mentioned Financial Proposal/Commercial bid format is provided as BoQ along with this tender document at <https://eprocure.gov.in/eprocure/app>
2. **Bidders are advised to download this BoQ.xls** as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.
3. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, the tender will be completely liable to be rejected and EMD shall be forfeited.
4. Any element of cost, taxes, duties levies, etc. not specifically indicated in the BOQ, shall not be paid by the purchaser.
5. **If the GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST. No further communication will be entertained later or else the EMD will be forfeited.**
6. The tender shall remain valid for acceptance for **180 days**, from the date of tender opening.

OTHER CONDITIONS FOR PRICE BIDS

1. No unilateral revision in price will be admissible.
2. Rates should be quoted in the accounting units (A/U) mentioned in this tender. Rates must be quoted clearly on the free delivery basis at IIT Indore and the total value is also indicated in words.
3. Any optional indicated in techno-commercial bids must be priced separately.
4. In case spares/accessories are applicable, their list and price should be clearly indicated separately.
5. The price must be stated for each item separately. The percentage of reduction, in the unit price, should also be quoted, should order to that extent be placed with you.

Yours faithfully

(Signature of the Tenderer)

Company Seal:

Date:

प्रपत्र -1 / FORM-Iवार्षिक कारोबार की घोषणा औरइनकम टैक्स रिटर्न**DECLARATION OF ANNUAL TURNOVER AND
INCOME TAX RETURN**

(To be submitted on Firm/Company Letterhead)

To,
The Registrar
I.I.T. Indore,
Simrol, Khandwa Road
Indore – 453 552.

Date :

**Sub: NIT No. IITI(MM)/CITC/9/9C/348/DV/2023-24 for "Supply, Installation,
Commissioning & Maintenance Lease Line Internet Connection of capacity 100
Mbps (1:1)"**

Dear Sir,

I/we hereby declare that, our firm's Annual Turnover as follows, and I/we
have also supported an Audited Accounts for your references :

F.Y 2019-20	F.Y 2020-21	F.Y 2021-22

And,

I/we hereby declare that, our firm had filed Income Tax Returns for last years i.e.
F.Y. 2019-20, 2020-21, & F.Y. 2021-22. Supported by copy of ITR of four years.

(Signature of the Tenderer)

Company Seal:

Date:

प्रपत्र -2 / FORM-IIनिर्माता का अनुज्ञा और वारंटी समर्थन पत्र**MANUFACTURER'S AUTHORIZATION & WARRANTY SUPPORT DECLARATION**
(ON OEMs Letter head)

Date:

Tender No / GeM bid no:

To
The Registrar
Indian Institute of Technology Indore

We, _____ [name of Manufacturer], who are official manufacturers of [Insert type of goods manufactured] having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following goods, manufactured by us [insert name and or brief description of the goods], and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee, warranty, availability of spare parts and AMC support in accordance with the Terms and Conditions of Contract with respect to the Goods offered by the above firm.

Authorized representative of the Manufacturer Authorized representative Bidder

Signature:

Signature:

Name:

Name:

Address:

Address:

Mobile No:

Mobile No:

Email ID:

Email ID:

प्रपत्र -3 / FORM-IIIस्थानीय सामग्री के लिए घोषणाDeclaration for Local Content(on OEM's Letter Head)

(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 Registrar
Indian Institute of Technology Indore

Sub: Declaration of Local content

Tender No: _____

Name of Goods & Services : -

1. Country of Origin of Goods being offered: _____

2. We hereby declare that items offered has ____% local content (**Please provide exact %**).3. Details of location at which local value addition will be made / made: (Complete address to be mentioned)

"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/OEM, with Official Seal)

प्रपत्र -4 / FORM-IV

डीपीआईआईटी पंजीकरण के लिए घोषणा पत्र

Declaration for DPIIT Registration

(on OEM's Letter Head)

CERTIFICATE BY BIDDER- DPIIT REGISTRATION

"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 county, has been registered with the Competent Authority (copy of the Registration Certificate enclosed).

I hereby certify that his bidder fulfils all requirements in this regard and is eligible to be considered.

Signature with Date and Stamp

Of the Bidder

प्रपत्र -5 / FORM-V**स्वच्छ छवि/कोई कानूनी कार्रवाई नहीं होने के संबंध में घोषणा पत्र****DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION**

(to be provided on letter head of the firm)

I hereby certify that the above firm namely _____ is neither blacklisted by any Central/State Government/Public Undertaking/Institute nor any criminal case registered / pending against the firm or its owner/ partners anywhere in India preceding three years from the date of publishing of tender.

I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

प्रपत्र -6 / FORM-VIबोलीदाता सूचना प्रपत्र**BIDDER INFORMATION FORM**

	Company Name	
	Registration Number	
	Manufacturer /Distributor for the quoted product	
	Registered Address	
	Name of Partners /Director	
	City /Postal Code	
	Company's Establishment Year	
	Company's Legal Status (tick on appropriate option)	1) Limited Company 2) Undertaking 3) Joint Venture 4) Partnership 5) Others (In case of Others please specify)
	Company Category	1) Micro Unit as per MSME 2) Small Unit as per MSME 3) Medium Unit as per MSME 4) Ancillary Unit 5) SSI 6) Others (In case of Others please specify)
	Contact Name Email Id MOBILE NO.	
	BANK DETAILS	Name of Beneficiary : A/c. No. CC/CD/SB/OD: Name of Bank : IFSC NO. (Bank) : Branch Address and Branch Code:
	Vendor's PAN No. (Should be attached)	
	Vendor's GST No. (Should be attached)	

प्रपत्र -7 / FORM-VIIपिछली आपूर्ति आदेश सूची प्रारूपPREVIOUS SUPPLY ORDER LIST FORMAT

Order placed by {Full address of Purchaser}	Order No. and Date	Description and quantity of ordered equipment	Value of order	Contact Person along with Telephone no., Fax no. and e- mail address.

Note: Technical Committee may seek additional information from the existing users at IIT Indore or from other Institutes, these feedbacks will be considered for technical evaluation.

Signature and Seal of the Manufacturer/ bidder

Place:

Date:

प्रपत्र -7 / FORM-VIIनिविदा शर्तों की स्वीकृति हेतुACCEPTANCE OF TENDER TERMS

(To be given on Company Letter Head)
Date: DD/MM/YYYY

To,
The Registrar
Indian Institute of Technology Indore
Khandwa Road Simrol-453552

Sub: Acceptance of Terms & Conditions of Tender. IITI(MM)/CITC/9/9C/348/DV/2023-24 for "Supply, Installation, Commissioning & Maintenance Lease Line Internet Connection of capacity 100 Mbps (1:1)"

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 and I have no objection for any of the content of the bid document. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of bid.
3. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
4. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
5. I / We do hereby declare that we have quoted our firm rates inclusive of taxes if not mentioned extra.
6. I/We agree to hold this offer open until **180 days** and shall be bound to supply/commission/install/test the equipment and dispatch the same within the specified period.
7. I/We agree that in case if we fail to deliver the goods/complete the work/supply within the stipulated time, then institute has full power to compound the liquidity damages or forfeit the Bid Security/Security Deposit or any necessary action as deemed fit can be taken by the IIT Indore.
8. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the IIT Indore, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me. Should the said officer deem it necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.

9. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the bidding firm or manufacturer.
10. I/We undertake that the items supplied are as per Demonstration/Catalogue/technical literature description.
11. I/We undertake that the quoted rates are not higher than that approved in any other Govt. institutions in India for the same items during the current Financial Year.
12. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of State/Central//Institute/Department/PSUs. I/we also offer to supply the Equipment/stores at the prices and rates not exceeding those mentioned in the price bid.
13. I/We do hereby confirm that I/we aware about the provisions of "Make in India"/startup initiatives and directives regarding Price Preference Policy to Make in India Registered Bidders and I/We undertake for following the same as per directions of IIT Indore in respect of this E-Bid Enquiry.
14. I/we have necessary infrastructure for the maintenance of the equipment and will provide all accessories/spares as and when required.
15. I/we also declare that in case of change of Indian Agent or for any other change. Merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the Guarantee/Warranty/Maintenance of the machinery/equipment and have provided written confirmation for the same.
16. I/we undertake to get the equipment repaired/replace within 48 hours of the receiving of the complaint from the institute failing which a penalty of @ 1% of the cost may be recovered from the Bank Guarantee before releasing the same to us after completion period.
17. I/we undertake, If as a result of post payment audit any over payment is deducted in respect of any Supply/work done by our Agency or alleged to have been done by our Agency under this bid, it shall be recovered by the IIT Indore from our Agency.
18. I/we undertake, If any under payment is discovered, the amount shall be duly paid to our Agency by the IIT Indore.
19. I/we undertake that we shall liable to provide all the relevant records copies during the concurrency period of Contract or otherwise even after the Contract is over, whenever required by IIT Indore.

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

प्रपत्र -9 / FORM-IX**परफॉरमेंस सिक्योरिटी प्रारूप****PERFORMANCE SECURITY FORMAT**

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) (hereinafter 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 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

Address of the Branch:

Phone No.:

E-mail ID.: