

# भारतीय सूचना प्रौद्योगिकी संस्थान, लखनऊ

(संसदीय अधिनियम द्वारा अधिकृत राष्ट्रीय महत्व का संस्थान)

## Indian Institute of Information Technology, Lucknow

(An Institute of National Importance by Act of Parliament, Under PPP Mode)

Camp Office : III-Allahabad, Deoghat , Jhalwa, Allahabad -211015 (U.P.) INDIA

Tender No.: IIITL/TENDER /Leased Line/491/2019

Date: 18/06/2019

### Notice Inviting Tender for procurement of "500 Mbps Internet Leased Line Connectivity " for IIIT-Lucknow

#### (Two Bid System)

Sealed tenders are invited under **Two Bid Systems** for the procurement of "**500 Mbps Internet Leased Line Connectivity**" at IIIT Lucknow Campus. Tenders are invited from competent, legally & professionally eligible Internet Service Providers (ISPs) who are capable to provide the desired bandwidth. Tenders should be submitted in the prescribed proforma with the Tender Processing Fee and Earnest Money Deposit in the form of Demand Draft.

Prospective Bidders are requested to submit the bids by speed post/courier with complete details of specifications, terms & conditions, warranty/ guarantee etc. Bids should be in two separate sealed envelopes super scribed as "Technical Bid and Commercial Bid" respectively and placed in a single envelope with name of the tender, ref. number and closing date superscripted on the top of the envelope addressed to the **Deputy Registrar, IIIT-Lucknow Camp Office, Room No. 3101, LT Complex, IIIT Allahabad Campus, Deoghat, Jhalwa, Prayagraj-211015 U.P. India** upto 02/07/2019 till 3:00 pm. The detailed tender document is available on the Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/epublish/app> and Institute Website <https://www.iiitl.ac.in/tenders>

1.	Place of Work/ Service Provision	IIIT-Lucknow Campus, Chak Ganjaria (C.G City), Lucknow -226002.
2.	Tender Processing Fee	Tender Processing Fee of Rs. 2360 (Two Thousand Three Hundred Sixty Only inclusive of GST @ 18%) is non refundable and shall be submitted in the form of Demand Draft issued by a Nationalized Bank, favoring "IIIT Lucknow, General Account" payable at "Lucknow".
3.	Earnest Money	Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand Only) is refundable and shall be submitted in the form of Demand Draft issued by a Nationalized Bank, favoring "IIIT Lucknow, General Account" payable at "Lucknow"

Both the Demand Drafts i.e. Tender Processing Fee and E.M.D. shall be put in a separate sealed envelope super scribed as Tender Processing Fee and E.M.D. and put in the envelope containing Technical Bid. **Bids submitted without Tender Processing Fee and E. M. D. are liable to be rejected.**

Address of Bid Submission	Deputy Registrar, IIIT-Lucknow Camp Office, Room No. 3101, LT Complex, IIIT Allahabad Campus, Deoghat, Jhalwa, Prayagraj-211015 U.P. India
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4.	<b>Starting Date &amp; Time of Bid Submission</b>	<b>19/06/2019 after 03:00 P.M.</b>
5.	<b>Closing Date &amp; Time of Bid submission</b>	<b>02/ 07/2019 till 3:00 P.M.</b> (Bids submitted after this time shall be declared as late and hence rejected)
6.	<b>Date &amp; Time of Technical Bid opening</b>	<b>03/ 07/2019 at 03:00 P.M.</b>
7.	<b>Venue of Technical Bid Opening</b>	<b>IIT Lucknow, Chak Ganjaria (C.G City), Lucknow-226002</b>

The technical bid received in prescribed proforma will be opened in the presence of the bidders, or authorized representatives interested to be present, on 03/07/2019 at 03:00 P.M. The Financial bids of only eligible and technically qualified bidders will be opened after evaluation by the Technical Committee. Basic rate, taxes and freight charges etc. must be quoted separately. Considering the urgency of the work, no requests for extending the deadline shall be considered.

**Deputy Registrar**

**Tender Notice for procurement of "500 Mbps Internet Leased Line Connectivity "**  
**for IIIT-Lucknow**

- a) Indian Institute of Information Technology, Lucknow (IIIT-L), an Educational Institute, invites sealed tender from well-established firms / agencies having relevant experience for providing dedicated and managed **500 Mbps** internet Link (1: 1 contention ratio / Symmetric Link) for IIIT-Lucknow. ISP should have local peering for national traffic; traffic should be routed to Secondary International Gateway once the primary fails using OFC technology at the Institute.
- b) The agency shall provide the symmetric **500 Mbps** Internet managed Leased Line Connectivity in the Institute for a period of two years initially which can be further extended, based on the requirement of Institute on yearly basis, unless it stands cancelled on expiry of the contract or on written notice within 30days. The Institute reserves the right to renegotiate the annual charge at the end of every year of service.
- c) The bidder shall be required to submit a non-refundable Tender Processing Fee of Rs. 2360 (Two Thousand Three Hundred Sixty Only inclusive of GST @ 18%) and a refundable earnest money (EMD) for an amount of Rs.50,000/-(Rupees Fifty thousand only) through Demand Draft issued by a Nationalized Bank, favoring "IIIT Lucknow, General Account" Payable at Lucknow.

**Tender Processing Fee and Earnest Money Deposit must be enclosed in the envelope containing the technical bid.**

- d) Offers in financial bid should be written in English and prices should be written in both figures and words. The offer should be typed or written in pen (ink or ballpoint pen); use of pencil will not be acceptable. The relevant supporting document(s) as mentioned or required should be enclosed along with the offer.
- e) Envelopes of technical bid & financial bid should be individually sealed and then be placed in a third envelope, sealed and super-scribed with tender number, due date of submission. Bid(s) received beyond last date of bid submission will be rejected. No tender will be entertained by E-mail /FAX.
- f) The tender shall be submitted in a sealed envelope bearing the following reference on the top left hand corner:

**Tender No.: IIITL/TENDER /Leased Line/2019/ Dated 18/06/2019**

**Subject: Tender for procurement of 500 Mbps Internet Leased Line Connectivity**

**Addressed to:**

**Deputy Registrar, IIIT-Lucknow Camp Office,  
Room No. 3101, LT Complex,  
IIIT Allahabad Campus, Deoghat, Jhalwa,**

**Prayagraj-211015**

**U.P. India.**

- g) At any time prior to the deadline for submission of bid, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder(s), modify the tender document by amendment.
- h) The amendment will be published on Institute website and CPP Portal. In order to afford prospective bidder(s) reasonable time in which to take the amendment into account in preparing their bid, the Institute may, at its discretion extend the deadline for the submission of tender.
- i) Date and time of opening of financial bid(s) will be decided after technical bid(s) have been evaluated by the Institute. Financial bid(s) of only those bidders will be opened who qualify the technical evaluation, on the specified date and time. The date, time & place of opening of the financial bid(s) will be intimated in due course of time.
- j) The bidder(s) are requested to read the tender document carefully and ensure compliance with all the instructions therein.
- k) The tender document duly signed and stamped on each pages shall be returned in original with the Technical bid as a proof to confirm the acceptance of the entire term & conditions of the tender.
- l) In the event of the due date of receipt and opening of the tender being declared as holiday for the Institute, the due date of receipt / opening of the tender will be the next working day at the same time.
- m) Any amendment and/or addition made to the tender are not permissible after opening of the tender, incomplete bids will be rejected.

**Deputy Registrar**

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## **1. Condition of Tender**

The Institute reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to the award of contract without assigning any reason whatsoever.

The Institute reserves the right to carry out the capability assessment of the bidders and the client's decision shall be final in this regard.

The bid of any bidder who has not complied with one or more of the conditions of eligibility criteria and / or fails to submit the required documents as required / or mentioned in tender document is liable to be summarily rejected.

## **2. Eligibility for Bidders**

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

- a. The agency/ firm should provide end to end connectivity on its own network (via local loop) on Optical Fiber Cable in Ring Topology.
- b. Only agency/firm having the Category "A" Internet Service Provider (ISP) license issued from the Department of Telecommunication, Govt. of India, can apply.
- c. The agency/firm should have its own/direct/Leased access to International Gateway. Undertaking for the same should be provided by the bidder on the official letter head of the firm. DOT License/Certificate/Agreement with the Service Provider for the same to be provided.
- d. The agency/firm must have experience in providing the 500 Mbps or more connectivity and necessary infrastructure to execute the project.
- e. Self-attested valid license copy of certificate and Infrastructure details must be enclosed with technical bid.
- f. The list of existing customers (educational Institutions/Government departments) who have been supplied Internet Bandwidth of 500 Mbps or more with effect from 2015 should be provided along with supply orders and satisfactory performance reports. Minimum list of 2 or more customers to be provided.
- g. The agency/firm would ensure that the local loop provisioning does not violate regulations as laid by Government of India / TRAI in respect of such links/ networks. Bidder will be responsible for making all the payments towards the local loop charges/rentals/WPC Charges etc.
- h. The agency/ firm must have a fully functional Network Operation Center(s)(NOC) to monitor and manage the 500 Mbps link, which is fully operational 24 X 7 X 365 days. List of NOC(s) must be enclosed with technical bid.
- i. The agency/firm must have adequate bandwidth at the backend to provide the desired bandwidth in IIIT - Lucknow. Supporting document must be enclosed with technical bid.

- j. The bidder should not have been debarred and/ or blacklisted by any Central Government / or any State Government/ Autonomous Department(s)/Body consecutively during last 3 financial years starting 1<sup>st</sup> April 2016. An affidavit to that effect on Non-Judicial Stamp paper of Rs. 10/- duly notarized should be enclosed with the technical bid. The Performa of the affidavit is attached with the tender as Annexure-A.
- k. The bidder must be having its own fiber Backbone across the length and breadth of India, Bidder's backbone should not be on other service provider network.
- l. The link provided by the bidder should be DDOS protected.
- m. The bidder must have NLD License from DoT.
- n. The bidder should be ISO certified 9001 and 2700 company.
- o. The bidder should have average turnover of at least 30 Cr. In the last three FY ending 31/03/2018.
- p. The bidder should have positive network for last three FY ending 31/3/2018.

### **3. Deposits and Submission**

The bidder shall be required to submit a non-refundable Tender Processing Fee of Rs. 2360 (Two Thousand Three Hundred Sixty Only inclusive of GST @ 18%) and a refundable earnest money (EMD) for an amount of Rs.50,000/- (Rupees Fifty thousand only) through Demand Draft issued by a Nationalized Bank, favoring "IIIT Lucknow, General Account" Payable at Lucknow.

**Tender Processing Fee and Earnest Money Deposit must be enclosed in the envelope containing the technical bid.**

The bidder shall submit one copy of the tender document and addenda thereto, if any, 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 bidder.

The earnest money deposit of the bidder, whose tender has been accepted, will be returned on the submission of performance security. Earnest money deposit of the successful bidder shall be forfeited, if he refuses *or* neglects to execute the contract or fails to furnish the required performance security within the time frame as specified by the Institute.

After the award of the contract to the successful bidder, the Demand Draft for earnest money deposit of all the others bidder(s) will be refunded within 15 days by Speed Post/Courier. **Vendors are desired to provide their complete mailing address for returning of Demand Draft of EMD.**

#### **4. LOCAL CONDITIONS:**

- i. It shall be the responsibility on each bidder to fully inform /acquaint / familiarize itself with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract. All bidder (s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions.
- ii. The Institute shall presume that the bidder 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 Institute, on the basis of any non- clarity of information about local conditions being pleaded by the bidder.
- iii. Further, no claim for financial adjustment being made by the contract awarded on this tender document will be entertained by the Institute.

#### **5. 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 bidder(s) quoted price shall remain unchanged during the period of validity. In case the bidder(s) withdraws, modifies or changes his offer during the bid validity period, the earnest money deposited by him shall be forfeited without assigning any reason thereof; The bidder(s) should be ready to extend the validity, if required.

#### **6. DELIVERY PERIOD, INSTALLATION AND COMMISSIONING**

- i. The delivery period of the said tasks should be adhered to as will be mentioned in the Award of Contract.
- ii. Bidder should mention the minimum and maximum period required to install and commission the link. The supply shall actually be deemed to have been complete on the actual date of installation.
- iii. Project will be completed within 30 days from the date of issue of the letter of Intent (LOI) / Work order. All the aspects of safe delivery, installation, commissioning and uplink of the connectivity shall be the exclusive responsibility of the Service Provider.
- iv. If the Service Provider fails to uplink the connectivity by the specified date, then the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1% per week and the maximum deduction is 10% of the contract price of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 22.



## **7. PAYMENT TERMS & CONDITIONS:**

- i. Bandwidth Charge: Annual Recurring (bandwidth) charges shall be payable on quarterly basis at the end of the quarter, for which the Service Provider will raise the bill at-least two weeks in advance before the end of each quarter.
- ii. Hardware Charges: All the hardware procured shall be maintained by the vendor at no additional charge for the entirety of the operation of service.
- iii. Charge for Dedicated Lease Line: Vendor (ISP) will be required to provide the bandwidth over wired media (OFC). Wired media required to be either owned by the ISP or acquired on lease basis. However, no additional charges will be paid for the leased line.
- iv. Penalty if any shall be deducted from the quarterly bills.

## **8. CONTRACT PERIOD:**

The contract period for providing the Internet Leased Line Connectivity to Institute would be initially for a period of two years on Annual Renewable Basis subject to satisfactory performance from the date of commissioning of the Internet Services (Before the end of first year the performance of the service provider shall be evaluated and based on the satisfactory performance the contract shall be renewed for the next year on the same terms and conditions) and may be further extended based on the requirement of the Institute on yearly basis, unless it stands cancelled on expiry of contract or on written notice by the service provider within 30days.

The agreed price would be applicable for a period of ONE year. 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. **The Institute reserve the right to renegotiate the annual charges at the end of every year of service, after the first year of service.**

## **9. TENDER PREPARATION COST:**

The bidder shall solely bear all costs associated with the preparation and submission of the bid, including the site visit etc. The Institute shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the tender process. In no case such costs shall be reimbursed by the Institute.

## **10. No Claim Certificate:**

The ISP shall not be entitled to make any claim, whatsoever, against the Institute under or by virtue of or arising out of this contract nor shall the Institute entertain or consider any such claim, if made by the ISP after he shall have signed a "no claim" certificate in favor of the Institute in such forms as shall be required by the client after the works are finally accepted.

### **11. Confidentiality:**

The ISP and/or sub-contractor(s) and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the client's business or operations without the prior written consent of the client.

### **12. FINANCIAL BID:**

- a) Financial bid should be in the format enclosed with tender as **Annexure "B"** in a separate Sealed cover. Failure to provide the price bid in a sealed separate cover will result in rejection of the offer.
- b) The bid should be clearly filled or typed and signed in ink legibly giving full address of the bidder. The bidder should quote the price in figures as well as in words with his full signature, shall invalidate the tender. The Tender should be duly signed by the authorized persons. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.
- c) Taxes and other levies, if any, are to be specified clearly in the bid.
- d) Income tax and all other applicable taxes shall be deducted at source as per prevailing Govt. Rules in this regard.

### **13. TENDER EVALUATION:**

Institute will evaluate all the proposals to determine whether these are complete in all respects as specified in the tender document. Evaluation of the proposals shall be done in two stages as:

#### **(a) Level - I (Technical Evaluation):**

1. Institute shall evaluate the technical bid(s) to determine whether these qualify the essential eligibility criteria, whether the bidder has submitted the EMD whether any computational errors have been made, whether all the documents have been properly signed & stamped, whether all the documents as mentioned / or required to submitted with technical bid are submitted and whether bids are completed and generally in order.
2. After evaluation of technical bid(s), a list of the qualifying bidder(s) shall be made. Short-listed bidder(s) shall be informed of the date, time and place of opening of financial bid(s) and they may attend or depute their authorized representative/s to attend the opening of financial bid(s) on the scheduled date & time. The representative(s) should have a letter of authority to attend the price bid(s) opening event.

**(b) Level -II (Financial Evaluation):**

- (i) The financial bid(s) shall be evaluated on the basis of the total cost inclusive of all applicable taxes and duties quoted by the bidder for a year.

**14. AWARD OF CONTRACT:**

After due evaluation of the financial bid(s), the Institute will award the contract to the lowest bidder (hereinafter referred to as the "Service Provider").

**15. COMMENCEMENT OF CONTRACT:**

The Service Provider shall commence the work from the date of receipt of acceptance of the Letter of Intent (LOI) / work order which shall be accepted by the Service Provider within 5 days from the receipt of the work order or 10 days from the issue date of said order whichever is earlier.

**16. PERFORMANCE SECURITY:**

- a. The Service Provider shall be required to furnish a Performance Bank Guarantee (**P.B.G.**) within 15 days for the date of issue of LOI/work order for an amount equal to 10% of order value which shall include all applicable taxes and duties.
- b. The **P.B.G.** as furnished by the Service Provider shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Service Provider under the agreement to be executed by and between the Institute and the Service Provider.
- c. In case the period of contract is extended further by the Institute in consultation with the Service Provider, the validity of **P.B.G** shall also be extended by the Service Provider accordingly so that such **P.B.G** shall remain valid for a period of sixty days after the expiry of the obligations of the Service Provider for the extended period.

**17. SERVICE PROVIDER OBLIGATIONS:**

- i. The Service Provider shall be responsible for providing the 500Mbps (1:1 contention ratio) managed leased line Internet connectivity at Institute at all times throughout the contract period.
- ii. The Service Provider shall be responsible for installation, commissioning and configuring of hardware for connectivity providing, configuring and provisioning a suitable edge router. The service provider will maintain the OFC and equipment to provide Internet Services to IIIT-Lucknow Server Room for efficient running at all times of the contract.

- iii. Liaisoning (if required) with other firm(s) for obtaining point to point connectivity between service provider node and Institute, shall be the responsibility of the Service Provider.
- iv. The Service Provider would insure that the local loop provisioning does not violate any regulations as laid by Government of India / TRAI in respect of such links / networks. Service Provider shall be responsible for making all the payments towards the local loop charges / rentals / WPC charges etc.
- v. 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.
- vi. IIIT-Lucknow will not purchase any hardware and service provider will have to provide all the required hardware or latest technology from time to time and will also be fully responsible for its maintenance.

#### 18. SERVICE LEVEL GUARANTEE AND RESPONSIBILITIES:

- i. The Service Provider shall provide the 500 Mbps (1:1 contention ratio) Internet leased line (on optical fiber) for an uncompressed and unshared connectivity at all the time (24 X 7 X 365) at Institute.
- ii. **To provide a minimum subnet of 32 Public IPv4 addresses including Reverse Lookups configured at these IP's.**
- iii. Packet Losses: Less than 1% (Average over 1000 ping) at any given point of time to any part of globe.
- iv. Latency: Region wise maximum permissible latency is as follows:
  - a. Less than 350ms to North America
  - b. Less than 250 ms to Europe
  - c. Less than 150 ms to Asia Pacific
  - d. Less than 20 ms from the Institute to service provider's tier 1 peering point.
 Latency will be randomly checked on daily basis. In case of non-adherence latency limit, the link will be considered as down with effect from time of detection till the time is restored,
- v. Network Availability (uptime): More than 99.5 % per month.
- vi. Border Gateway Protocol (BGP) Implementation in the Internet Link.
- vii. Reports for performance, monitoring / usage to be submitted by the service provider on weekly or monthly basis or as per requirement of the Institute.
- viii. Uptime Calculation: Uptime shall be calculated as  $(\text{Total Time} - \text{Down Time}) \times 100 / \text{Total Time}$ . Deduction in payment will be made for downtime in the quarterly bills raised by the ISP (service provider).

- ix. The response time for attending the faults will be 1 hour after they are reported to the service provider. The service provider will rectify the faults within 12 hours failing which; the vendor will arrange temporary replacements. The services shall be provided 24 X 7 X365.
- x. Redundant Path: Service provider need to ensure operational uplink on both path of Ring all the time. Random checking of Ring path will be scheduled with prior intimation to the service provider performed without to evaluate the response time for attending the faults and both path will be checked after that , in case of failure / non-operational of any path in ring the link will be treated as down ( for the purpose of uptime calculation though the internet service will be available to the institute by any one of the path) till the path is restored.
- xi. The Edge router will be provided by vendor. The router must support at least the twice the total bandwidth; this edge router will be retained by the institute after the end the ISPs Contract.
- xii. Downtime penalty in % of monthly payment

S. No.	Uptime	Penalty in % on monthly basis
1.	> = 99.5%	0
2,	> 99 to < 99.50	2
3.	> 98.5 to < 99.5	5
4,	> 98 to <98.5	10
5.	> 95 to < 98	20
6.	> 90 to < 95	40
7.	< 90%	100

Downtime due to the following situations will not be considered for the purpose of penalty:

- a) Link down due to power failure at customer end / or any situation which are beyond the control of service provider.
- b) Due to scheduled maintenance by the Service Provider, with prior intimation and approval of the Institute.

All repairs and maintenance of the equipment installed for the provisioning of services, the equipment will remain under control of service provider during the concurrency of service contract.

**19. Sub-contracting or sub-letting:** The bidder is prohibited from sub-contracting or sub-letting of the work to any other agency.

**20. Cancellation / Termination of contract by IIT-Lucknow:** In cases where the contractor fails either to accept the order or to acknowledge the order without any pre-conditions within the stipulated time or fails to start the work according to the work schedule or fails to ensure satisfactory progress of the work, IIT-Lucknow reserves the right to cancel/ terminate the contract by giving one-month notice at the cost and risk of the contractor.

## **21. FORCE MAJEURE:**

The Service Provider shall not be liable for forfeiture of its earnest money/ performance security deposit, 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 event or situation beyond the control of the Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

### **21.1 Sanctions for Violations**

- (i) Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (ii) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (iii) The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iv) To immediately cancel the contract, if already signed without giving any

compensation to the BIDDER

- (v) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (vi) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vii) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (viii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of two years, which may be further extended at the discretion of the BUYER.
- (ix) To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (x) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (xi) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

The BUYER will be entitled to take all or any of the actions mentioned at para 7. 1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.

The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

## 21.2 Fall Clause:

The BIDDER undertakes that has not supplied / is not supplying similar product/ systems or subsystems at a price lower than offered in the present bid in respect of any other department of State Government/Central Government /Autonomous Body or PSU and if it is found at any stage that similar product / system or sub-system was supplied by the BIDDER to any other Department of State Government / State Government or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 22. ARBITRATION:

- a) In case of any dispute or difference arising out of or in connection with the tender conditions / job order and Contract, the Institute and the Service Provider will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Institute.
- b) The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Lucknow only. The decision of the Arbitrator shall be final and binding on both the parties.

## 23. JURISDICTION:

The courts at Lucknow alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Lucknow Court shall have jurisdiction in the matter.

## 24. CLARIFICATION:

The prospective bidder(s) requiring any technical/financial clarification regarding the tender document (Technical Specification) are requested to contact as below:

**Technical:**

[vijaysingh@iiitl.ac.in](mailto:vijaysingh@iiitl.ac.in)

[yks@iiitl.ac.in](mailto:yks@iiitl.ac.in)

**Financial:**

[ar.aes@iiitl.ac.in](mailto:ar.aes@iiitl.ac.in)

At any time prior to the deadline for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder(s), modify the tender document by amendment.

The amendment will be published on Institute website and CPP Portal, In order to afford prospective bidder(s) reasonable time in which to take the amendment into account in



preparing their bid, the Institute may, at its discretion extend the deadline for the submission of Tender.

Bidder should take into account any corrigendum published on the Tender document before submitting their bids. All such corrigendum will be placed on Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/epublish/app> and Institute Website <https://www.iiitl.ac.in/tenders>. Intending bidders are advised to visit Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/epublish/app> and Institute Website <https://www.iiitl.ac.in/tenders> for regular update, if any, till the closing date of tender for any corrigendum/ addendum/ amendment. IIIT Lucknow will not be responsible for ignorance of corrigendum.

## **25. TENDER PROCESSING FEE & EARNEST MONEY DEPOSIT**

- A. While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Tender Processing Fee and Earnest Money.
- B. The Earnest Money shall be valid upto a period of 180 days or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- C. In case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bank Guarantee in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- E. No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.
- F. In case of successful BIDDER, EMD will be returned within 15 days from the date of submission of Performance Bank Guarantee (P.B.G of 10% of order value).

## **26. SECURITY DEPOSIT /PERFORMANCE GUARANTEE :**

- A. Performance Bank Guarantee is mandatory.
- B. Successful bidder / bidder should submit performance guarantee as prescribed above to be received in the office of Deputy Registrar, Chak Ganjaria (C.G City), Lucknow-226002 on or before 15 days from the date of issue of order acknowledgement. The performance

guarantee bond to be furnished in the form of Bank Guarantee as per **Annexure-C** of the tender documents, for an amount as mentioned in the tender document.

- C. The Performance Guarantee should be established in favour of “IIT Lucknow” payable at Lucknow.
- D. Performance Guarantee Bond shall be for the due and faithfully performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful bidder and the purchaser under the terms and conditions of acceptance to tender.
- E. The successful bidder is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.
- F. The Performance Security as furnished by the Service Provider shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Service Provider under the agreement to be executed by and between the Institute and the Service Provider.

**Annexure - A**

**DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.**

(To be executed & attested by Public Notary / Executive Magistrate on Rs. 10/- non judicial Stamp paper by the Bidder)

I /We\_\_\_\_\_ (Bidder) hereby declare that the firm / agency namely M/s.p\_\_\_\_\_ has not been blacklisted or debarred in the past by Union / State Government/Autonomous or any organization from taking part in tenders in India.

**Or**

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

In case the above information found false I / we are fully aware that the tender/ contract will be rejected / cancelled by The Director, IIIT - Lucknow, and EMD / SD shall be forfeited.

In addition to the above, The Director, IIIT- Lucknow, will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

**Attested:**

(Public Notary/ Executive)Magistrate)

Name\_\_\_\_\_

Address\_\_\_\_\_

**Annexure - B**  
**Format for Financial Bid**  
**(In separate sealed envelope)**

S. No.	Particular	Price in INR
A.	<b>One Time Charges</b>	
1.	One time installation and commissioning charges of leased line at the Institute i.e. IIIT Lucknow.	
2.	Taxes (as applicable)	
Sub Total		
B.	<b>Annually Recurring Charges</b>	
1.	500 Mbps managed leased line charges (1:1 contention ratio)	
2.	Taxes ( As applicable)	
Sub Total		
Grand Total (A+B)		
(Rupees)		

Note:-

- a) Indicate Not Applicable (NA), if any section (in this format) is not applicable.
- b) Rates for any additional / optional features to be mentioned clearly and separately.
- c) The rates quoted are FOR at destination i.e. IIIT Lucknow, Chak Ganjaria (C.G City), Lucknow-226002 and should be in Indian rupees only. Price must to be quoted both in figures and in words. In case of a discrepancy in the two, price quoted in words will be taken as valid.
- d) Any drop in the charges/tariff of leased line or Internet port access during the contract period shall be passed on to Institute.
- e) ANY INCREASE IN BANDWIDTH NEEDED WOULD BE ON PRO-RATA BASIS, However, Institute shall place the order for required additional bandwidth as and when required by giving a written request to the Bidder.
- f) We have gone through the terms & conditions stipulated in the Tender Document and confirm to abide by the same.
- g) No other charges would be payable by the Institute.

Place:

Date:

**FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)**

**(Annexure-C)**

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED COMMERCIAL BANKS (WHETHER SITUATED AT LUCKNOW OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT LUCKNOW)

To,  
The Deputy Registrar,  
Indian Institute of Information Technology, Lucknow  
226002

**LETTER OF GUARANTEE**

WHEREAS Indian Institute of Information Technology, Lucknow (Buyer) has invited tender vide Tender No. **IIITL/TENDER /Leased Line/2019** dated **18/06/2019** for procurement of **“500 Mbps Internet Leased Line Connectivity ”** for IIIT-Lucknow AND WHEREAS the said tender document requires that eligible successful bidder (seller)..... wishing to supply the Item(s) etc. in response thereto shall establish an irrevocable Performance Bank Guarantee in favour of “The Deputy Registrar, Indian Institute of Information Technology, Lucknow” in the form of Bank Guarantee for Rs ..... **(10% of the contract value)** and the Performance Bank Guarantee shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the seller, including warranty and AMC obligations from the date of issue of Performance Bank Guarantee and the eligible successful bidder (the seller) shall submit the same within 15 (Fifteen) days from the date of Award of Contract.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said bidder (seller) fails to abide by any of the conditions referred to in tender document / Award of Contract / performance of the equipment / machinery, etc. this Bank shall pay to Indian Institute of Information Technology, Lucknow on demand and without protest or demur Rs .....(Rupees. ).

This Bank further agrees that the decision of Indian Institute of Information Technology, Lucknow (Buyer) as to whether the said bidder (Seller) has committed a breach of any of the conditions referred in tender document / Award of Contract shall be final and binding.

We, ..... (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the bidder (Seller) and/ or Indian Institute of Information Technology, Lucknow (Buyer). **Notwithstanding anything contained herein:**

1. Our liability under this Bank Guarantee shall not exceed Rs. ....(Indian Rupees only).
2. This Bank Guarantee shall be valid up to..... (date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIIT Lucknow serve upon us a written claim or demand on or before.....(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at ..... situated at.....  
..... (Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address