

INDIAN INSTITUTE OF TECHNOLOGY DELHI
Hauz Khas, New Delhi - 110016



**Tender for Supply and Installation of 1Gbps (1:4) / 200Mbps (1:1)
Internet Leased line and accompanying accessories at IIT Delhi
Campus**

TENDER ENQUIRY NO. : IITD/SP/CSC/12/01

DATED: 09th February, 2012
Corrigendum

DUE DATE FOR SUBMISSION: 13th March, 2012

INDIAN INSTITUTE OF TECHNOLOGY DELHI
Hauz Khas, New Delhi - 110016

Subject: “Tender for Supply and Installation of 1Gbps (1:4) / 200Mbps (1:1) Internet Leased line and accompanying accessories at IIT Delhi Campus”

Interested parties desirous for obtaining tenders online may visit our web site <http://www.iitd.ac.in/tenders>, for further details.

Cost of tender	:	Rs. 500/- (Non- Refundable) (To be paid by D.D. in the favour of “Registrar, I.I.T. Delhi” payable at New Delhi, drawn on any Nationalized / Scheduled Bank)
Sale of tender	:	9th February, 2012 to 29th February, 2012 Except Saturday/Sunday/Holidays
Pre-bid meeting	:	Computer Services Centre’s Committee Room (5th March, 2012 at 3:00 P.M.)
Submission of tender	:	3:00 P.M. on 13th March, 2012 at the office of Head Computer Services Centre
Opening of tender (Part-I) : (Technical Bids)	:	3:30 P.M. on 13th March, 2012
Opening of tender (Part-II) : (Financial Bids)	:	Date, Time & Venue will be communicated to Eligible Bidders
General Enquiry	:	nck@iitd.ac.in

Indian Institute of Technology Delhi

Hauz Khas, New Delhi

Pin Code: 110 016

(Ph. No. 26597130, 26591781; FAX No. 26591721, 26581058)

Tender Enquiry No.: IITD/SP/CSC/12/01

Dated: 9th February, 2012

Due Date : 13.03, 2012 (Time: 03:00 P.M.)
Opening of Bids (Part-I) (Technical Bids) : 13.03. 2012 (Time: 03:30 P.M.)
Non-refundable Cost of Tender Forms : Rs. 500/-

Subject: Tender for Supply and Installation of 1Gbps (1:4) / 200Mbps (1:1) Internet Leased line and accompanying accessories at IIT Delhi Campus”

1. Background

IIT Delhi has 5x2Mbps Internet connectivity with point to point leased circuits from VSNL and ERNET. It also has 1Gbps Internet bandwidth from NKN and 232 Mbps from Reliance. IIT Delhi wants to acquire Internet Bandwidth of 1Gbps(1:4) / 200Mbps (1:1) as a backup support to NKN (1Gbps) for increased reliability while keeping 4X2Mbps circuits from VSNL and 1x2Mbps circuit from ERNET.

The work includes supply and installation of 1Gbps(1:4) / 200Mbps(1:1) **Internet Leased Line** and accompanying accessories as per the tender specifications and providing two Class C IP Addresses for Internet connectivity. Either 1Gbps (1:4) or 200Mbps (1:1) Internet Bandwidth is required to be supplied over the channel. IIT Delhi reserves the right to order for either 1Gbps(1:4) or 200Mbps(1:1) Internet Leased Line. Route scanning through appropriate machines is required to be done for obtaining clearance for carrying out fiber layout in order to avoid damage to the existing underground services and roads.

Sealed tenders are, therefore, invited from reputed vendors for the aforesaid purpose as per the details given in the **Annexure-I to Annexure-VII. These details are available on the Institute Web site: <http://www.iitd.ac.in/tenders>**

2. Eligibility Criteria of Bidders: (Please refer to Checklist for fulfilment of “Eligibility Criteria for bidders” given in Annexure-II)

- (i) The bidder must be a Class A ISP license holder with Points of Presence (POPs) in major cities in the country (List of POPs to be provided by the bidder). The bidder must be a reputed National Level Internet Service Provider (ISP) with a Significant Presence in Delhi/NCR.
- (ii) Bidder should possess a valid DoT license, which grants them the authority to set up and operate International Gateways on submarine cables. A copy of the DoT license must be provided by the bidder along with the bid.

The bidder should provide documentary proof of having successfully installed at least three 1Gbps(1:4) / 200Mbps(1:1) Internet Leased Line at any Indian educational institution and/or Industrial organization of repute in the past three financial years.

- (iii) The bidder must provide documentary evidence of current user base in NCR/Delhi. The bidder must give documentary evidence that it is currently providing Bandwidth exceeding 1Gbps(1:4) / 200Mbps(1:1) each to at least 3 distinct educational and /or industrial organizations of repute in NCR/Delhi. A recent certificate of satisfactory performance from these customers must be provided. The bidder must provide complete contact details of these institutions, in order to allow IIT Delhi to independently verify the claims made by the respective bidders.
- (iv) Bidder should have State of the art Network Management centre and Network Operation Centre which operates on a 24*7 basis. Bidder should be able to provide Trouble Shooting Services round the clock at these locations to ensure uninterrupted service.
- (v) Bidders are required to submit their profile vis-à-vis Internet Bandwidth providing Business. Bidders are also required to provide detailed information indicating the available infrastructure in their organization. This list must include details regarding active and passive networking components and Network Management software available at the various Points of Presence (POPs) in India. Bidders are also required to attach documents indicating the current availability of staff for testing, commissioning and for providing after sales service. If the bidders has quoted active and/or passive networking components then the bidder should attach separate undertakings from the respective manufacturer (OEM)/Copyright owner (for any software component quoted as part of the bid) stating that they would facilitate the bidder on a regular basis with technology/ product updates and extend support for the warranty for all the products being quoted by the bidder with respect to this particular tender.
- (vi) The bidder must have a minimal annual turnover of more than Rs. 5 crores in each of past three years (2008-2009, 2009-2010 and 2010-2011) and the bidder should have reported net profits for each of the past three financial years (2008-2009, 2009-2010 and 2010-2011). Bidder should submit certified copy of audited accounts for this purpose.
- (vii) Bidder should submit a Copy of category A ISP license and LST/CST/WCT No. and the PAN Number allotted by the concerned authorities.
- (viii) Solvency certificate with a value of Rs **2 crore** or working capital

certificate as the case may be, should be obtained from any Nationalized/Scheduled bank. The bidder should attach this document with the bid.

- (ix) Earnest Money Deposit as mentioned in Section 5 of this document (draft should be kept properly in an envelope Entitled Earnest Money)
- (x) The terms/conditions for supply/payments etc. should be given on Non Judicial Stamp-paper of Rs. 100/- duly attested by Notary with two witnesses and attached with the quotation.
- (xi) The bidder should have sold minimum total aggregate of 10 Gbps of International bandwidth capacity to its clients in India either from Europe / USA – India or Asia Pacific

3. Obtaining Bid Documents

- (i) The bid documents shall be available for download from I.I.T. Delhi website <http://www.iitd.ac.in/tenders>.
- (ii) Bidders must note that in order to participate in the Pre-bid meeting and in the tendering process they must deposit a non-refundable fee of Rs. 500/- in the form of demand draft of any Nationalized/ Scheduled Bank payable at New Delhi in favour of “**Registrar, I.I.T. Delhi**” by 05:30 PM on or before 29th February, 2012 in the office of Head Computer Services Centre, I.I.T. Delhi.
- (iii) The bidders should write the name of their company and super scribe "Supply and Installation of 1Gbps (1:4)/ 200Mbps (1:1) Internet Leased Line: Computer Services Centre IIT Delhi" on the reverse side of the bank draft.

4. Submission of Proposals

- (i) The bidder shall go through the entire document and **must comply with all the terms and conditions**. A Compliance statement in the form of ‘**Complied**’ or ‘**Not Complied**’ shall be given against each item and specification of the tender document. The compliance statements should be supported by authentic documentation. **Please note that any deviation from the laid down requirements/specification shall be brought out separately in deviation sheets** to be attached with concerned section of the tender. Failure to comply with this requirement may result in the bid being rejected. **Each page of the bid and cuttings / corrections shall be duly signed and stamped by the bidder**. Failure to comply with this requirement may result in the bid being rejected.

- (ii) The proposals shall be submitted under SEALED COVER in two parts and should be super-scribed as “**PART-I: COVER FOR TECHNICAL BIDS**” and “**PART-II: COVER FOR COMMERCIAL BIDS**.”
- (iii) **Part-I** shall be a **Technical Offer** with full details including description of Hardware / equipments so as to enable technical assessment of the proposal. This shall also include Earnest Deposit Money as per **Section 5** and categorical clause wise compliance statement as per **Annexure-II**.
- (iv) The **Technical bid** must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form. The Technical Offer should comprise of the following:
 - a.) A letter of authority duly signed by an authorized signatory from the company the bidder claims to represent, stating that the bid has been prepared with the complete knowledge of the company, and that the company will honour all commitments made as part of the bid if they receive the purchase order.
 - b.) Complete Bill of Material including all active and/or passive networking components along with Make, Model, Manufacturer, & Part Number.
 - c.) Technical Documentation [Product Brochures, leaflets, manuals etc.] required for proper installation, testing, commissioning of active and/or passive networking components and accompanying accessories. If any Technical Documentation has to be accessed from the Website of the respective manufacturer/OEM, then the same must be clearly indicated in the Technical Bid. The bidder then must also provide the complete URL address of the Website where the relevant information is available.
 - d.) Delivery and implementation schedule. The bidder should explicitly acknowledge that they have read the terms and conditions as mentioned in the following clause “Supply and Installation“, and agree to the terms and conditions mentioned therein.
 - e.) Compliance of terms, with any deviation clearly indicated in remarks & brought in separate deviation sheets. The bidder should carefully fill up the all the checklist provided as part of the Bid Documents.
 - f.) Warranty and AMC (Comprehensive Annual Maintenance) details.
 - g.) Columns related to commercials must not be filled up.
 - h.) The bidders must note that in addition to submitting a hardcopy of the technical bids, they must also submit soft copy of the technical bids inclusive of all the documents as mentioned above in a Compact Disc (CD). The entire technical document should be in PDF (.pdf) format**

- (v) **Part -II** should contain The Commercial Bids for the entire proposal with breakup of the prices for 1Gbps(1:4) Internet Bandwidth [Annexure III(a)] or 200Mbps(1:1) [Annexure III(b)] Internet Bandwidth or both. The bidder must provide a minimum fixed reduction of 25% of Base price + variable reduction of x% of Base Price in each subsequent year starting from the 2nd year (ie. 2nd year, 3rd year and 4th year) during the contract period , where x% will be separately quoted by the bidder.
- (vi) IIT Delhi reserves the right to either request for increase in the Bandwidth or reduction in the prices to the tune of (minimum 25% + variable x %) of the Base Price in the 2nd, 3rd or 4th year as discussed in point 4(v) above.
- (vii) All prices shall be fixed and shall not be subject to escalation of any description. The Bidder must quote for 1Gbps(1:4) or 200Mbps(1:1) Internet Bandwidth or both. The rates must be quoted as per the Price Formats provided in **Annexure-III(a) and Annexure III(b)** including the following:
- I. All costs should be given in INR both in Figures and Words.
 - II. Govt. Levies like Sales Tax, Octroi, Excise Duty, Work Contract Tax (WCT), Service Tax and Educational Cess etc., if any, shall be paid at actual rates as applicable from time to time. Rates should be quoted accordingly giving the basic price, duties and taxes etc., if any.
- (viii) **Both the covers should first be sealed separately**, and then both the covers should be kept **in a single sealed bigger cover**. This envelope should be duly signed by an authorized signatory and should bear the inscription as given in the tender notice.

**“Tender for Supply and Installation of 1 Gbps (1:4) / 200 Mbps (1:1)
Internet Leased line and accompanying accessories at IIT Delhi Campus”**

“Tender Enquiry No.”: IITD/SP/CSC/12/01

“Dated”: 09th February, 2012

“Date & Time for Submission of Bids” : 13.03.2012 (Time-03:00 P.M.)

**“Date & Time for Opening of tender” : 13.03.2012 (Time-03:30 P.M.)
(Part-I) (Technical Bids)**

Non- Refundable Rs. 500/- as the cost of tender has to be paid by Demand Draft in the name of **“Registrar, I.I.T. Delhi”** payable at New Delhi during 09:30 AM to 05:30 PM from 09th February, 2012 to 29th February, 2012 in the office of the Head Computer Services Centre.

A Pre-bid meeting as mentioned in **Para.9** below shall also be held in I.I.T. Delhi Campus in the CSC Committee room on 5th March, 2012 at 03:00 PM

- (ix) **Bids Acceptance:** The Bids must reach the office of Head Computer Services

Centre, I.I.T. Delhi, on or before the due date, i.e., on **13th March, 2012** at **3.00 P.M.** In the event of due date being a closed holiday or declared Holiday for Central Government offices, the due date for submission of the bids will be the following working day at the appointed time & venue. The technical bids will be opened on the same day i.e. on **13th March, 2012** at **3.30 P.M.** in presence of the bidders. **Bids will not be accepted after the due date and time.** All bidders whose technical bids are found to be complete in all respects, in accordance with the Technical requirements and specifications as laid down in this Tender document will be invited for a second round of meeting where the commercial bids submitted by the bidders will be opened and evaluated. The date for opening of commercial bids will be intimated to the bidders.

- (x) **Validity of bids:** Bids should be valid for a minimum period of 90 days after the due date of submission of the Technical Bids.

5. **Earnest Money Deposit**

- a.) Each bid must be accompanied by Earnest Money Deposit of **Rs.1,00,000/- (Rupees One Lakh only)** in the form of Demand Draft/Pay Order/Bank Guarantee of any Indian Nationalized Bank taken in the name of 'Registrar, I.I.T. Delhi', payable at New Delhi, strictly in the prescribed Proforma (**Annexure-V**).
- b.) The Bank Guarantee should be valid minimum for a period of 180 days from due date of the technical bids. **Quotations received without Earnest Money Deposit are liable to be rejected. It should be a part of Technical Bid.**
- c.) Earnest Money is liable to be forfeited and bid is liable to be rejected, if the bidder withdraw or amends or impairs or derogates from the tender in any respect within the period of validity of the tender.
- d.) The Earnest Money of all unsuccessful bidders shall be returned within one week of finalization of contract with the successful bidder. No interest will be payable by I.I.T Delhi on the Earnest Money Deposit returned to the unsuccessful bidder.
- e.) If the successful bidder fails to furnish the Performance Security within 15 days of the placement of the purchase order, the Earnest Money Deposit shall be liable to be adjusted by I.I.T Delhi against Performance Security (vide **clause 12**).
- f.) The Earnest money of the successful bidder will be returned after the successful bidder deposits the Performance guarantee to IIT Delhi.

6. **Rejection of Bids**

- (i) I.I.T. Delhi reserves the right to accept or reject any bid or cancel the tender proceedings without assigning any reason whatsoever.
- (ii) If a bidder gives wrong information in their bid, I.I.T. Delhi reserves the right to reject such bid at any stage and forfeit the Earnest Money Deposit / Performance Bank Guarantee and cancel the contract, if awarded.
- (iii) Incomplete quotations are liable to be rejected.
- (iv) **If the technical offer contains any price information the offer will be summarily rejected.**
- (v) Canvassing in any form in connection with the tenders is strictly prohibited and the bids submitted by the bidders who resort to canvassing are liable for rejection.
- (vi) I.I.T. Delhi shall not pay any costs incurred towards preparation and submission of the bid or any other expenditure in this regard.
- (vii) Unsigned tenders, unattested corrections and over writings in the Technical Bid and/or the Commercial Bid are also liable for rejection.
- (viii) Bids not adhering to the Technical and/or Commercial specifications as mentioned in this document will be out rightly rejected. The bidders must attach all documents including but not limited to technical specifications, commercial specifications and brochures etc as proof of compliance with technical and/or commercial specifications as mentioned in this document.
- (ix) **Conditional bids will be summarily rejected.**
- (x) **The schedule for accepting the tenders shall be strictly followed and submission of late tenders shall not be accepted.**

7. **Evaluation Process**

For the bidders satisfying the Qualifying Criteria and Technical Specifications, the **price comparisons shall be made separately for both 1Gbps(1:4) Internet Bandwidth and 200Mbps(1:1) Internet Bandwidth over the total cost of the project over a period of four years from the date on which the successful bidder starts providing the service to IIT Delhi. IIT Delhi reserves the right to order for either 1Gbps(1:4) or 200Mbps(1:1) Internet Leased Line.** Bidders must note that financial bids of bidders who satisfy all the “Eligibility Conditions” and “Technical Specifications” as mentioned in this document will only be opened. The date of opening of financial bids will be intimated to all bidders whose bids satisfy all the “Eligibility Conditions” and “Technical Specifications” as mentioned in this document.

8. Purchase Order, Prices & Payment Terms

- (i) At the time of placement of purchase order, IIT Delhi will make an **advance payment of one quarter of Internet charges subject to a Bank Guarantee of equal amount** being lodged with IIT Delhi.
- (ii) **The Installation charges shall be paid on satisfactory commissioning and acceptance of the network.**
- (iii) Subsequent payments will be made on quarterly basis subject to continued good performance as per committed SLA. It is the responsibility of the supplier to provide reports of IIT Delhi usage and traffic to demonstrate that the SLA is being met. IIT Delhi also requires that the vendor provide a detailed monthly report of the IIT Delhi usage. The detailed monthly report must also list usage in terms of different traffic categories: web, ftp, email, voice, video, etc.
- (iv) Payment of taxes and other applicable Government levies will be made according to the rules and regulations as existing on the date of the payment.
- (v) IIT Delhi would prefer the mode of quarterly post payment. However, quarterly advance payments can be paid subject to submission of a Bank Guarantee of equivalent amount.

9. Clarifications

In case the bidder requires any clarification regarding the tender documents, they are advised to attend the Pre-bid meeting in I.I.T. Delhi Campus in the CSC Committee room on **5th March, 2012 at 03:00 PM.**

The bidders must submit their queries in writing to IIT DELHI (Computer Services Centre: Attn: Head, CSC) at least one day before the Pre-bid meeting. The Pre-bid meeting will be limited to only those bidders who have paid the non-refundable fee (Rs. 500/- by Demand Draft)

10. Quantity Variations

The proposed requirement of bandwidth is subject to change depending on IIT Delhi priority vis-à-vis financial constraints, if any.

11. Inspection

IIT Delhi shall have the right to inspect or to test the items at the time of supply to confirm their conformity to the required specifications. The supplier shall provide all reasonable facilities and assistance to the inspector at no charge to IIT Delhi.

In case any inspected or tested goods fail to conform to the Technical and/or commercial specifications as laid down in this tender document, IIT Delhi will have the right to reject the goods supplied by the supplier and supplier shall either replace the rejected goods or make all alterations necessary to meet the Technical and/or Commercial specification as laid down in this Tender document free of cost. IIT Delhi will be the final authority with respect to all decisions regarding replacement and/or repairing of faulty equipment, and the successful bidder will have to necessarily execute all instructions related to repair/replacement of faulty equipment as issued by IIT Delhi.

12. **Performance Security**

- a) The successful bidder shall be required to furnish Performance Security within 15 days of the placement of purchase order as under strictly in the prescribed Performa (**Annexure-VI**).
- b) The successful bidder shall submit a Performance Security of **5% of the total cost of the order**.
- c) The Performance Security must be in the form of Demand Draft/Pay Order/Bank Guarantee of any Indian Nationalized/Scheduled Bank.
- d) The Performance security should be valid for a minimum period of (48+2) 50 months. In case supplier fails to deliver the items within delivery period or provide satisfactory after service within the warranty period, the Performance security submitted by the bidder is liable to be revoked and the Institute will claim the Performance security.
- e) Failure to comply with this condition would render for adjustment of Earnest Money Deposit and furnishing for the balance amount without further delay.
- f) Performance security shall be released after two months on the satisfactory completion of warranty period. No interest will be payable by IIT Delhi on the Performance security.

13. **SLA**

The bidder should commit to a detailed SLA, which clearly outlines Bandwidth as well as Latency, and Drop Rate commitments. The SLA must also list out the commitments on service for Faults. Faults, if any, shall be attended to on immediate basis but in no case any fault should prolong for more than 8 hours. The bidders should attach a document along with the bid stating all service terms and conditions of the connection. (**See Annexure IV**)

14. **Supply and Installation**

- a.) This is a time bound and high priority project. It must be understood that the successful bidder has made the proposal after fully considering all such factors, which may have any bearing on the time schedule. The bidder will be required to supply, install and enable services within 4 weeks from the date of placement of order.
- b.) The successful bidder will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc. at his own cost.
- c.) The successful bidder will ensure smooth integration of the proposed link with the Active Components and/or Video Conferencing equipment existing at IIT Delhi.
- d.) The successful bidder's personnel will help with setting up BGP advertisements of IIT Delhi's own as well as additional IP addresses through their network. The bidder will also work with IIT Delhi to provide a BGP failover to alternate links in case of problems with the 1Gbps (1:4) / 200Mbps (1:1) links.

15. **Liquidated Damages**

If the supplier fails to deliver any or all of the goods or complete the installation within the period specified in the purchase order, IIT Delhi shall without prejudice to its other remedies, deduct as liquidated damage 0.5% of the price of the delayed goods for every week or part thereof subject to a maximum of 5% of the order value. The amount towards Liquidated Damage would be recovered while making the initial payment itself.

16. **Penalty Clause**

In case of non-supply of goods after the acceptance of purchase order, Earnest Money Deposit/ Performance security will be forfeited of the defaulting bidder and the supply order shall be placed with the next bidder which has quoted the next lowest rates at the risk and cost of the defaulting bidder and difference, if any, between the total cost of the materials shall be chargeable to the defaulting bidder. In case the defaulting bidder fails to pay the differential cost, the legal action shall be taken against the defaulting bidder. IIT Delhi would also have the liberty to "Blacklist" the defaulting bidder. This would imply that the defaulting bidder would be debarred from participating in any tendering process for supply of equipment and/or rendering of services to the concerned institute.

17. **Force Majure**

Any delay due to Force Majure will not be attributable to the vendor.

18. **Arbitration and Laws**

Except where otherwise provided for in the contract, all questions and disputes relating to interpretation and application of the provisions of the contract shall be settled mutually within thirty (30 only) days (or such longer period as may be mutually agreed upon) from the date that either party notifies in writing that such dispute or disagreement exists, under the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of Arbitration shall be New Delhi, India. The arbitration resolution shall be final and binding upon the parties and judgment may be entered thereon, upon the application of either party by Delhi court having jurisdiction. The Indian laws shall govern this contract.

19. **Termination Clause**

Either party can terminate the service agreement by giving three months notice in advance. In case, the bidder stops service without notice, IIT Delhi will have the right to revoke the bank guarantee in its favour.

20. **Price Variation**

Notwithstanding any other clause contained in this document, IIT Delhi will retain the right to review the total charges to be paid to the successful bidder for the purpose of providing internet connectivity on an annual basis. This review will be carried out three months prior to the end of the annual contract period. However no request for upward revision will be entertained.

Place:

(Signature and seal of Bidder)

Date :

Annexure-I: Technical Specifications for 1 Gbps(1:4) / 200Mbps (1:1) Internet Leased Line

Internet Bandwidth:

Total 1 Gbps (1:4) / 200 Mbps (1:1) Internet Bandwidth.

Last Mile connection from the PoP of the service provider to the IIT Delhi Campus should be High Availability and on Optical fiber.

Service Description:

Dedicated Symmetric International Bandwidth by peering with local POP of bidder to IIT Delhi. The bidder must guarantee availability of 1:1 bandwidth for 200Mbps (1:1) or 1:4 bandwidth for 1Gbps (1:4) on their backbone for IIT Delhi from their peering PoP up to gateway router. The bidder must also ensure that bandwidth on their backbone will be meant for International traffic only and local traffic for IIT Delhi from their users should not be allowed.

Delivery:

Last mile from Service Provider POP to IIT Delhi should be on Optical Fiber self healing ring architecture with at least two connections. Internet bandwidth should be terminated on 1Gbps Interface of IIT Delhi's router.

Service Performance (averaged over a fortnight):

- Packet Loss < 1%
- Circuit Availability 99.5% (minimum)
- Latency < 300 millisecond on from IIT router to submarine cable teleport in USA/Europe/Asia Pacific during peak traffic hours.
- Latency <50 millisecond from IIT Delhi router to the first hop of the Service Provider
- The Service provider should provide facilities to enable classification and preferential forwarding of traffic based on IP Address, Ports, Protocols,

Increase in Bandwidth: With notice of 15 days

Annexure-II Checklist : “Eligibility Criteria for bidders”

Bidders should indicate compliance/non compliance by striking out the non relevant option. In case of compliance bidders must also indicate the Serial Number of relevant document which has been attached with the bid as proof of compliance with a particular condition.

- (i) Copy of Class A ISP license, and list of Points of presence (POPs) in major cities in the country. (Yes/No) (Document No.)

- (ii) Copy of a valid DoT (Department of Telecom) license, which grants them the authority to set up and operate International gateways on submarine cables. (Yes/No) (Document No.)

- (iii) Proof of providing bandwidth exceeding 1Gbps (1:4) / 200Mbps (1:1) Internet Leased Line to at least three educational institutions and/or Industrial organizations of repute within India. (Yes/No) (Document No.)

- (iv) Proof of satisfactory performance from the customers as in point (iii) above. (Yes/No) (Document No.)

- (v) Proof of current user base in NCR/Delhi. (Yes/No) (Document No.)

- (vi) Proof of State of the art Network Management centre and Network operation centre, which operates on a 24*7 basis. (Yes/No) (Document No.)

- (vii) Proof of current availability of staff for testing, commissioning and for providing after sales service. (Yes/No) (Document No.)
- (viii) Copy of Annual Financial reports for the past three years (2008-2009, 2009-2010 and 2010-2011) (Yes/No) (Document No.)
- (ix) Copy of category A ISP license and LST/CST/WCT No. and the PAN Number allotted by the concerned authorities. (Yes/No) (Document No.).
- (x) Solvency certificate with a value of Rs 2 crore or working capital certificate as the case may be, should be obtained from any Nationalized/Scheduled bank. (Yes/No) (Document No.)
- (xi) Earnest Money Deposit as mentioned in section 5 of this document (draft should be kept properly in an envelope marked Earnest Money) (Yes/No) (Document No.)
- (xii) Terms/conditions for supply/payments etc. given on Non Judicial Stamp-paper of Rs. 100/- duly attested by Notary with two witnesses and attached with the quotation. (Yes/No) (Document No.)
- (xiii) The bidder should have sold minimum total aggregate of **10 Gbps** of International bandwidth capacity to its clients in India either from Europe / USA – India or Asia Pacific (Yes/No) (Document No.)

**Annexure–III (a) : SCHEDULE OF REQUIREMENTS FOR
1Gbps (1:4)**

S. No.	Description of Items	Quantity	Basic Rate in Rs	Excise Duty *	Work Contract Tax *	Sales Tax/ VAT *	Cess *	Total Price in Rs.	Compliance	Remarks
1	Installation, testing and commissioning	One lot								

Sr. No.	Description of Items	Yearly Base Price in INR	X% of Base Price In INR	Work Contract Tax *	Service Tax *	Cess *	Total Price in Rs.	Compliance	Remarks
	1Gbps (1:4) Internet Bandwidth								
	1 st Year								
2	2 nd Year **								
	3 rd Year **								
	4 th Year **								
	Total (1+2)								

*The above statutory taxes are required for the purpose of evaluation of L1. However, actual taxes as applicable from time to time will be paid as per rules.

****NOTE**

- A minimum fixed reduction of 25% of Base Price + variable reduction of x% of Base Price is to be provided.
- For x% please refer to Para 4(v) on Page 7 of 23
- IIT Delhi reserves the right to either request for increase in the Bandwidth or reduction in prices as discussed in point 4 (v) & 4(vi) on Page 7 of 23.

Place:

(Signature and seal of Bidder)

Date:

**Annexure–III(b) : SCHEDULE OF REQUIREMENTS FOR
200Mbps (1:1)**

S. No.	Description of Items	Quantity	Basic Rate in Rs	Excise Duty *	Work Contract Tax *	Sales Tax/ VAT *	Cess *	Total Price in Rs.	Compliance	Remarks
1	Installation, testing and commissioning	One lot								

Sr. No.	Description of Items	Yearly Base Price in INR	X% of Base Price in INR	Work Contract Tax *	Service Tax *	Cess *	Total Price in Rs.	Compliance	Remarks
	200 Mbps (1:1) Internet Bandwidth								
	1st Year								
2	2nd Year **								
	3rd Year **								
	4th Year **								
	Total (1+2)								

*The above statutory taxes are required for the purpose of evaluation of L1. However, actual taxes as applicable from time to time will be paid as per rules.

**** NOTE**

- A minimum fixed reduction of 25% of Base Price + variable reduction of x% of Base Price is to be provided.
- For x% please refer to Para 4(v) on Page 7 of 23.
- IIT Delhi reserves the right to either request for increase in the Bandwidth or reduction in prices as discussed in point 4(v) & 4(vi) on Page 7 of 23.

Place:

(Signature and seal of Bidder)

Date:

Annexure-IV: Undertaking

We (The Bidder) undertake and confirm that:

1. We hereby offer to supply the goods detailed above or such portion thereof as you specify in the purchase order at the price quoted and agree to hold this offer open for acceptance for a period of 90 days from the date of opening of bid.
2. Rates quoted are for FOB, at IIT Delhi.
3. Bid security in the form of Earnest Money Deposit for an amount equal to Rs. 1,00,000/- is enclosed in the form of Bank Draft/Pay Order/ Bank Guarantee.
4. All the accessories supplied have a lifetime comprehensive warranty.
5. The comprehensive warranty includes all parts.
6. During warranty and AMC, services will be provided directly at site.
7. The bid/quotation is submitted for all the items and is strictly as per the tender specifications.
8. We understand that the quantities are estimated and may vary at the time of order/implementation
9. Every page of the submitted bid has been numbered and signed.
10. It is hereby confirmed that we have understood the terms and conditions of the tender and have thoroughly examined specifications and are thoroughly aware of the nature of goods required and our offer is to supply goods strictly in accordance with the requirement and terms and conditions of the tender. We agree to abide by the terms and conditions of the tender if the contract is awarded to us.
11. “Bid Form” as specified in Annexure-VII has been included.

Place:

(Signature and seal of Bidder)

Date:

Annexure-V: PROFORMA FOR BANK GUARANTEE FOR EMD

(To be stamped in accordance with the stamp Act.)

To,
Indian Institute of Technology Delhi
Hauz Khas, New Delhi-110016

Dear Sir,

In accordance with your Enquiry No. _____ dated _____, M/s. _____ having their Registered / Head Office at _____ (hereinafter called the Bidder) wish participate in the said Bid for the job “ _____ ”.

As an irrevocable Bank Guarantee against Earnest Money Deposit for Rs. _____ (Rupees _____) valid up to _____ is required to be submitted by the bidder as a condition precedent for participation in the said Bid, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bid Documents.

We, (Name of the bank) _____ having our head office at _____ and local office at _____ guarantee and undertake to pay immediately on demand by Indian Institute of Technology Delhi, Hauz Khas, New Delhi-110016 (hereinafter called IIT Delhi), the amount of Rs. _____ (Rupees _____) without any reservation, protest demure and recourse. Any such demand made by IIT Delhi, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This bank guarantee shall be irrevocable and shall remain valid up to _____. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from IIT Delhi on whose behalf this guarantee is issued. Notwithstanding anything contained herein above, our liability under the guarantee shall remain in force till _____ unless a demand or claim under this guarantee is filed against us within the date of expiry, i.e. _____ all your rights under this guarantee will be forfeited and we shall be relieved and discharged from all liabilities here under.

(Signature of Bank Authorities)

NAME:

(Designation with Bank stamp)

Annexure-VI: Performance Security

1. In consideration of the Board of Governors of the Indian Institute of Technology Delhi, a body corporate constituted under the Institutes of Technology Act 1961 (hereinafter called IIT Delhi) having agreed to exempt M/S _____ (here in after called the said Contractors (s)) from the demand under the Terms and Conditions of the Agreement No. _____ made between the IIT Delhi and M/S _____ for the work _____ (hereinafter called the said Agreement) of Performance Bank Guarantee for the due fulfilment of the said contractor (s) of the Terms and Conditions contained in the said agreement, on production of the Bank Guarantee for Rs. _____ (Rupees _____), we, (Name of the Bank) _____ (hereinafter referred as the Bank) at the request of M/S _____ (Name of the Contractor) do hereby undertake to pay the IIT Delhi an amount not exceeding Rs. _____ (Rupees _____) against any loss or damage caused to or suffered or would be caused to or suffered by the IIT Delhi by reason of any breach by the said supplier (s) any of the Terms & Conditions contained in the said Agreement.

2. We, the Bank do hereby undertake to pay the amounts due & payable under this Guarantee without any demur, merely on demand from the IIT Delhi stating that the amount claimed as due by way of loss or damage caused to or would be caused to or suffered by the IIT Delhi, by reason of breach by the said Contractor(s) of any Terms & Conditions contained in the said Agreement or by reason of the Contractor (s) failure to perform the said Agreement. Any such demand made on the Bank under this guarantee, the decision of the IIT Delhi in this count shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).

3. We, the Bank undertake to pay to IIT Delhi, any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s) in any suit or proceedings pending before any court or tribunal relating thereto our liability for payment there under and the Contractor (s) shall have no claim against us for making such payment.

4. We, the Bank further agree that the Performance Bank Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the IIT Delhi under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Registrar of IIT Delhi certifies that the terms & conditions of the said Agreement

have been fully and properly carried out by the said Contractor (s) and accordingly discharged the Guarantee. Unless a demand or claim under the Guarantee is made on the Bank in writing on or before _____, the Bank shall be discharged from the all liability under the Guarantee thereafter.

5. We, the Bank further agree with the IIT Delhi, that the IIT Delhi, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the Terms & Conditions of the said Agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IIT Delhi against the said Contractor (s) and to forbear or enforce any of the Terms & Conditions relating to the said Agreement and the Bank shall not be relieved from its liability by reason of any such variation, or extension being granted to the said Contractor (s), or any forbearance, act or omission on the part of IIT Delhi, or any indulgence by the IIT Delhi to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for the provision have effect of so relieving the Bank.
6. This guarantee will not be discharged due to change in the constitution of the Bank or the Contractor (s) supplied.
7. We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the IIT Delhi in writing.
8. Notwithstanding anything contained hereinabove the liability of the Bank in respect of this Guarantee is restricted to Rs. _____ (Rupees _____) and it will remain in force till _____. Unless a demand or claim under this Guarantee is made on the Bank in writing within three months from _____ we shall be discharged from all liability under this guarantee.

This Guarantee is valid _____ to _____ dated the _____ day of _____ For _____ (indicate the Name of the Bank).

Note: THIS GUARANTEE SHOULD BE ON STAMP _____ STAMPED IN ACCORDANCE WITH THE STAMP ACT.

Annexure-VII: BID FORM

TO,

**The Head Computer Services Centre
IIT Delhi**

Dear Sir,

1. Having examined the terms & conditions of the contract and specifications, the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver the goods, in conformity with the said drawing, conditions of contract and specifications and services as per the terms & conditions of the contract, for the sums shown in the schedules of price attached herewith and made part of this bid.
2. We undertake, if our Bid is accepted, to execute the work within 4 weeks from the date of issue of your purchase order.
3. If our Bid is accepted we will obtain the guarantees of a Nationalized/Scheduled Bank of a sum not exceeding 5 % of the total cost of the project, for the due performance of the contract extendable to cover the warranty period plus two months.
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order of Contract is prepared and executed this Bid together with you written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly wax sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that IIT Delhi is not bound to accept the lowest or any bid that it may receive.

Dated this _____ day of _____

Signature of
In capacity of

Duly authorized to sign the bid for and on behalf of _____

Witness _____
Address _____

Signature & Seal