



INDIAN INSTITUTE OF TECHNOLOGY BOMBAY
MATERIALS MANAGEMENT DIVISION
Powai, Mumbai 400076.

TENDER DOCUMENT FOR INDIGENOUS SUPPLIES

IIT Bombay invites competitive e-bids from interested bidders through e- procurement portal. A copy of the Tender Document is also available on our website: <http://www.iitb.ac.in/en/tenders>. **To participate, bidders need to register themselves on our portal <https://portal.iitb.ac.in/vrp/index.jsp> and generate user ID & password.** For any queries, registered bidders may write to us on : srm@iitb.ac.in or contact Tender Section, Ground Floor, Main Bldg. Materials Management Division, IIT Bombay, Powai, Mumbai - 400 076.

SECTION 1 – INVITATION FOR BIDS

1.	RFx No.	6100000505
2.	RFx Date	24.11.2020
3.	Item Description	Purchase of 5 GBPS dedicated (1:1;uncompressed, unfiltered and unshared) Premium Internet Bandwidth with protected single last mile at Computer Centre, IIT Bombay
4.	Tender Type	OPEN
5.	Number of Covers	Two
6.	Pre- Bid Meeting Date & Time	08 th December 2020 at 03.00 pm
7.	Pre-Bid Meeting Place	Online through video conferencing (Meeting Link will be informed later)
8.	Bid Submission End Date & Time	As mentioned in the On-Line Tender
9.	Bid Opening End Date & Time	As mentioned in the On-Line Tender
10.	Bid Opening Place	Materials Management Division, Main Building, Ground Floor, IIT Bombay, Powai, Mumbai 400 076
11.	Warranty	As per mentioned in technical specifications.
12.	Period of Work/Delivery Period (in Days)	365 days
13.	Contract Type	Tender
14.	Delivery Location	IIT Bombay Campus



INDIAN INSTITUTE OF TECHNOLOGY BOMBAY
MATERIALS MANAGEMENT DIVISION
Powai, Mumbai 400076.

15.	Earnest Money Deposit	<p>15.1. Earnest Money Deposit (EMD) of Rs. 1,50,000/- in the form of Bank Guarantee in favour of 'The Registrar, IIT Bombay' payable at "Mumbai" to be submitted in sealed envelope superscribing with RFX No. & due date at Materials Management Division, Gr. Floor, Main building, IIT Bombay, Powai, Mumbai-76 and should reach on or before due date mentioned in the online tender.</p> <p>15.2. For more details and Exemption for Earnest Money Deposit refer Section No.2. Point No. 12 & 13.</p>
16.	NIT Document Details	<p>Notice Inviting Tender includes the following documents:-</p> <ul style="list-style-type: none">a) NIT Documentb) Technical Specificationc) Annexuresd) Format of EMD, PBG, Previous Supply Order Details, Undertaking for Bid Security/EMD.
17.	Bidder's Document Details	<p>Bidder needs to upload duly filled, stamped and signed documents as listed below to the "cFolder Attachment – Tech Bid" option in the "Notes and Attachments" section which is located under "Rfx Information" tab.</p> <ul style="list-style-type: none">a) NIT Documentb) Technical Bid Responses (mandatory)c) Previous Supply Order Detailsd) Annexures (mandatory)e) EMD submission Proof / Undertaking for Bid Security/ EMD (mandatory)
18.	Exemption in Taxes	<p>This item is for research purpose, hence Concessional GST is applicable.</p>
19.	Technical Clarification	<p>Name : Prof. Sharad Bhartiya Dept : Head of Computer Centre, IIT Bombay, Powai, Mumbai-400076. Email : head.cc@iitb.ac.in Contact No. : 022-2576-7750</p>
20.	Any Other Clarification	<p>Name : Joint Registrar (MM) Dept : Materials Management Division, Gr. Floor, Main Building, IIT Bombay, Powai, Mumbai-400 076</p>



INDIAN INSTITUTE OF TECHNOLOGY BOMBAY
MATERIALS MANAGEMENT DIVISION
Powai, Mumbai 400076.

		Email : drmm@iitb.ac.in Contact No. : 022-2576 8800
21.	Signing Authority	Joint Registrar (MM)



INDIAN INSTITUTE OF TECHNOLOGY BOMBAY
MATERIALS MANAGEMENT DIVISION
Powai, Mumbai 400076.

SECTION 2: INSTRUCTIONS TO BIDDERS

1.	PREPARATION AND SUBMISSION OF OFFER
1.1	Language of Bids: The bid as well as all the correspondence and documents related to bid, the bid exchanged between the bidder and IIT Bombay shall be in English Language.
1.2	Online Bids are invited through Supplier Relationship Management (SRM) system. Response to the tenders is to be submitted electronically and No physical paper / print out needs to be submitted. Bidders need to have login credentials for SRM Portal for participation in the tender. If a bidder who wish to participate in the tender is not presently enlisted with IIT Bombay or not having login credentials can obtain the same through Registration on IIT Bombay Vendor Registration Portal by providing required details before the RFX submission deadline.
1.3	For registration, bidders have to carry out TWO STAGE REGISTRATION – Stage 1) Vendor Registration and Stage 2) E-Tender Registration. After successful registration at both stages, bidders are qualified for applying for E-tendering. Detailed procedure of registration is given below:
	1.3.1 Stage No 1 - Vendor Registration Vendors are requested to register themselves as VENDOR of IITB by visiting the following link and generate USER ID & PASSWORD : https://portal.iitb.ac.in/vrp/index.jsp Help for Vendor Registration : https://portal.iitb.ac.in/vrp/vrp_help.jsp
	1.3.2 Stage No 2 - E-Tender Registration After successful registration, login as a VENDOR on IITB Portal and click on the tab“ Register for E-Tender ”. A request will be generated for IITB E-Tender Registration and will be processed by MDM team of IIT Bombay. After processing, the Login credentials for IITB E-Tender Portal will be sent to your registered Email-ID. (Vendor registration & E-tender registration is one time activity, hence kindly keep the Login credentials details for future bidding)
	1.3.3 Mandatory System Requirement for e-tendering (This is one time activity) Kindly go through the manuals for System Requirements for Online bidding. https://portal.iitb.ac.in/vrp/ERP_SRM_UserManuals/SRM-014_E-Tendering_Application_System_Requirements_V1.1.pdf



INDIAN INSTITUTE OF TECHNOLOGY BOMBAY
MATERIALS MANAGEMENT DIVISION
Powai, Mumbai 400076.

	<p>1.3.4 Extracting and Uploading Digital Signature</p> <p>Kindly go through the manuals for extracting and uploading Digital Signature. https://portal.iitb.ac.in/vrp/ERP_SRM_UserManuals/SRM-016_Extract_Upload...</p>
	<p>1.3.5 Uploading of Online Bids</p> <p>Kindly go through the manual for submission of online response. https://portal.iitb.ac.in/vrp/ERP_SRM_UserManuals/SRM-008_Advertisement_Tender_Vendor_Bid_Response_ZATI_EUT_V1.1.pdf Click on the following link for E-tender : https://ep.iitb.in/irj/portal</p>
1.4	<p>It is mandatory for bidders to quote items having Local Content more than 20%. Refer revised Public Procurement (Preference to Make in India), Order 2017 P- 45021/2/2017 – B. E. –II dated 04.06.20 issued by DPIIT, Ministry of Commerce and Industry, Govt. of India. (Submit duly filled Annexure III for the same.</p>
1.5	<p>The bidder should read carefully & understand the tender document, technical specification procedure for e-tendering etc completely, before participating in the e-tender procedure. Participation in the e-tendering entails that the bidder(s) has/have read all the terms & conditions of contract etc. and agree/abide by them.</p>
1.6	<p>Digital Signature:</p> <p>1.6.1 The intending bidder must have valid class-III digital signature to submit the bid. The bid submitted online should be signed electronically with a class-III digital certificate to establish the identity of the bidder submitting the bid online. The bidders may obtain class III digital certificate issued by an approved certifying Authority authorised by the Controller of Certifying Authorities of India.</p> <p>1.6.2 Class III Digital signature certificate should be combined of (Signature + Encryption)</p> <p>1.6.3 Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employee.</p> <p>1.6.4 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.</p>
1.7	<p>Bidder should upload documents in PDF format.</p>
1.8	<p>In case of Two bid system, the technical responses and all the required document to be uploaded in “cFolder Attachment – Tech Bid” option under “Notes and Attachment” which is located under “Rfx Information Tab” and prices to be quoted in bidding engine.</p>



INDIAN INSTITUTE OF TECHNOLOGY BOMBAY
MATERIALS MANAGEMENT DIVISION
Powai, Mumbai 400076.

1.9	No physical papers/prints need to be submitted.
1.10	If the warranty is not specifically mentioned in the Technical Specification by the bidder then warranty will be assumed as One year from the date of successful installation/commissioning of the equipment.
1.11	It is mandatory for bidders to specify the delivery period, otherwise standard delivery period will be considered from the date of issue of purchase order.
1.12	Fax/E-mail/Telephonic offers will not be accepted.
1.13	It is also mandatory for the bidders to be registered on Central Public Procurement Portal.
2.	COST OF BIDDING
2.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Purchaser shall not be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.
3.	VALIDITY OF THE OFFER
3.1	180 Days from the date of opening of the Technical bid.
4.	AMENDMENT OF BIDDING DOCUMENTS
4.1	At any time prior to the deadline for submission of bids, IIT Bombay may, for any reason, whether on its own initiative or in response to the clarification request by a prospective BIDDER may modify the bid document.
4.2	All prospective BIDDERS who have downloaded the bidding document may visit IIT Bombay, website for amendments / modifications which will be binding on them.
4.3	Corrigendum for extensions of due date or any other changes in the tender will be notified online through http://www.iitb.ac.in/en/tenders OR https://eprocure.gov.in/epublish/app . and will not be published in newspapers.
5.	MODIFICATION OF BIDS
5.1	Bidders to ensure that response submission is done before submission deadline date & time. RFx can be “withdrawn” and modified as long as submission deadline date and time is not lapsed. RFx response cannot be modified once submission deadline is over.
6.	DEADLINE FOR SUBMISSION OF BIDS



INDIAN INSTITUTE OF TECHNOLOGY BOMBAY
MATERIALS MANAGEMENT DIVISION
Powai, Mumbai 400076.

6.1	Timely submission of the bids is the responsibility of the bidders. Bidders should submit their bid on-line before closing of the tender date & time.
7.	EXTENSION OF BID SUBMISSION DATE
7.1	Normally no request for extension of bid closing date will be entertained. However, in case of any changes in the specifications, receipt of inadequate response or any other reasons, IITB may at its discretion, extend the bid closing date and/or time.
8.	RFx OPENING PROCESS
8.1	Technical RFx responses (Technical Bid) will be opened at first instance in the system electronically in case of Two Bid System.
8.2	System allows opening of RFx response only after the specified due date and time. Officials Authorized for opening the technical bids shall open the RFx responses in the system.
8.3	Price RFx responses (Price Bid) of such vendors whose bids are found to be technically qualified will be opened subsequently with prior intimation to qualified bidders.
9.	EVALUATION OF BIDS
9.1	<p>Competent Authority will evaluate all the bids 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-</p> <p>A. Stage - I (Technical Evaluation & Determination of Base price):</p> <ul style="list-style-type: none">i) Institute shall evaluate the technical bid(s) to determine whether these are meeting the essential eligibility criteria, 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 be submitted with technical bid are submitted and whether bids are completed and generally in order.ii) After evaluation of the performance parameters offered, support structures, and references from existing clients of the ISP, CC will shortlist a group of ISPs. Subsequent to this, the shortlisted ISPs will be required to participate in the commercial bidding phase.iii) Base price for Reverse auction will be determined from these price bids submitted in SRM portal. The highest five technical scorers will be allowed to participate in reverse auction. (Stage-II)iv) The technical scores after evaluation of technical bid(s) will not be revealed to anyone and will be submitted 2 hours before the commercial evaluation (through reverse auction) to Joint Registrar (MM), IIT Bombay in the sealed envelope.v) Prices for Internet bandwidth services will be an important but not the only criteria



INDIAN INSTITUTE OF TECHNOLOGY BOMBAY
MATERIALS MANAGEMENT DIVISION
Powai, Mumbai 400076.

	<p>in deciding the quantum of link capacity to be purchased from the empaneled ISPs.</p> <p>B. Stage- II (Financial Evaluation through Reverse Auction): The financial bidding will be in the form of <i>electronic reverse auction</i>. The details of the financial bidding phase will be announced to the short-listed bidder(s) at a later date.</p>
9.2	All the RFX shall be evaluated on the basis of landed cost at IIT Bombay which includes all taxes duties and other charges.
9.3	The Institute is follow and abides with the revised Public Procurement (Preference to Make in India); Order 2017 P- 45021/2/2017 – B. E. –II dated 04.06.20 issued by DPIIT, Ministry of Commerce and Industry, Govt. of India & subsequent instructions of Ministry. Accordingly preference will be given to the make in India products while evaluating the bids. However, it is sole responsibility of the bidder(s) to specify the product quoted by them is of Make in India along with respective documentary evidence in the technical bid itself.
9.4	The successful bidder will be asked to send the soft copy of Price Bid on company letter head to local.purchase@iitb.ac.in / drmm@iitb.ac.in for verification of online bid.
10.	PRICE BID
10.1	Price quoted should be in Indian Rupees, free delivery at IIT Bombay Campus at site. (DDP)
10.2	Price bid will be opened for the highest five technically qualified scorers. Base price for Reverse auction will be determined from these price bids. The highest five technical scorer will be allowed to participate in the reverse auction.
11.	CANCELLATION OF TENDER
11.1	Notwithstanding anything specified in this bidding document, Purchaser / IIT Bombay at its sole discretion, unconditionally and without assigning any reason, reserves the right:
	11.1.1 To accept OR reject lowest bid or any other bid or all the bids.
	11.1.2 To accept any bid in full or in part.
	11.1.3 To reject the bid offer not confirming to the tenders terms.
	11.1.4 To give purchase preference to Public Sector undertakings when applicable as per Govt. Policy/ Guidelines.
11.2	The bids submitted by vendors which are conditional in nature will be summarily rejected.
12.	EARNEST MONEY DEPOSIT (EMD)



INDIAN INSTITUTE OF TECHNOLOGY BOMBAY
MATERIALS MANAGEMENT DIVISION
Powai, Mumbai 400076.

12.1	Earnest Money Deposit is mandatory and should be submitted at Materials Management Division on or before the tender due date.
12.2	BIDDER shall deposit Earnest Money with the IIT Bombay through a confirmed Bank Guarantee issued by any Nationalised Bank / scheduled commercial bank as per Format 1.
12.3	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 whichever is later.
12.4	No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.
12.5	If successful bidder fails to submit the Performance Guarantee Bond along with Order Acknowledgement then purchase order/contract will be cancelled and EMD will be forfeited.
12.6	EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or derogates from the tender in any respect within the period of validity of its tender. Further, if the successful tenderer fails to furnish the required performance security within the specified period, its EMD will be forfeited.
12.7	Bidder has to upload scanned copy of Bank Guarantee (BG) and Original BG shall be sent to Tender issuing authority through Post/Courier.
12.8	Only those physical BG instruments found matching with the copy submitted in the e-portal shall be considered as valid.
12.9	If needed, validity of BG should be extended by the vendor/ bank.
12.10	BG should be submitted as per enclosed Format only by the tenderer. Such BG should be submitted only in a sealed envelope of the issuing bank and should not be in open condition. If BG towards EMD is submitted in any manner other than as stated above, the tender is liable to be rejected.
12.11	If the original BG instrument is not received on or before mentioned due date and time as specified above, the bid shall be summarily rejected.
13.	EXEMPTION FROM SUBMISSION OF EMD
13.1	Micro and Small Enterprises (MSEs) –registered with District Industries Centres or Khadi and Village Industries commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by the Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, and further amendments for goods produced and service rendered shall be exempted from paying Earnest Money Deposit (EMD).
13.2	EMD is not applicable for items of proprietary in nature.
13.2	In place of EMD, Bidders may submit an undertaking for BID security , mandatory as per enclosed Format 2.



INDIAN INSTITUTE OF TECHNOLOGY BOMBAY
MATERIALS MANAGEMENT DIVISION
Powai, Mumbai 400076.

14.	PERFORMANCE GUARANTEE
14.1	Performance Guarantee Bond is mandatory.
14.2	Successful tenderer/ bidder should submit performance guarantee as prescribed above to be sent to Joint Registrar, Materials Management Division, IIT Bombay along with order acknowledgement. The PBG to be furnished in the form of bank guarantee as per Format 3, for an amount covering 5% of the purchase order value.
14.3	The Performance Guarantee should be established in favour of “The Registrar, IIT Bombay”.
14.4	PBG to be established through any of the National Banks/ Scheduled Commercial Banks (whether situated at Mumbai or outstation) with a clause to enforce the same on their local branch of Mumbai or any scheduled bank (other than national bank) situated at Mumbai.
14.5	Performance Guarantee Bond shall be for the due and faithful 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 tenderer and the purchaser under the terms & conditions of acceptance to the tender.
14.6	The successful tenderer is entirely responsible for due performance of the contract in letter and spirit and all other documents referred to in the acceptance of tenders.
14.7	The PBG shall be kept valid during the period of contract and shall continue to be enforceable for a period of one year/two years (as mentioned in the tender document) or upto warranty period whichever is later from the date of order acknowledgement. In case PBG needs extensions upto warranty period then supplier shall initiate extensions to PBG one month prior to expiry of PBG.
14.8	If successful bidder fails to submit the Performance Guarantee Bond along with Order Acknowledgement then purchase order/contract will be cancelled and EMD will be forfeited.
14.9	No interest shall be payable by the buyer to the Bidder on PBG.
14.10	PBG clause is not mandatory for Consumables items valuing upto 2.5 lakhs .
15.	FURNISHING FRAUDULENT INFORMATION/ DOCUMENT
15.1	If it is found that a bidder has furnished fraudulent document/information, the bid security/performance security (wherever applicable) shall be forfeited and the bidder/vendor will be debarred for a period of 3 (three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.
16.	CONFIDENTIAL INFORMATION
16.1	The bidder/seller shall treat as confidential all designs, drawings, data or information written or



INDIAN INSTITUTE OF TECHNOLOGY BOMBAY
MATERIALS MANAGEMENT DIVISION
Powai, Mumbai 400076.

	verbal, provided by IITB and shall use its best endeavours to ensure that such design, drawings, data or information is not divulged to any third party except with the consent of IITB where necessary for the purpose of performance of its obligation hereunder and subject to similar undertakings being obtained from such third parties to treat such design, drawings, data or information in like confidence .
17.	REASONABILITY OF PRICE
17.1	Price quoted shall be the best competitive/minimum price applicable for a premier Educational and Research Institution. The bidder may be required to give details of at least two purchase orders identical or similar equipment, supplied to any IIT's/Research Institutions/ other organizations as and when required as per Format 4(to be enclosed in technical bid) along with the final price paid and details.



INDIAN INSTITUTE OF TECHNOLOGY BOMBAY
MATERIALS MANAGEMENT DIVISION
Powai, Mumbai 400076.

SECTION 3 : CONDITIONS OF CONTRACT

1.	AWARD OF CONTRACT
1.1	<p>IIT Bombay will award contract using a techno-commercial auction process. The technical score for each bid will be determined as follows:</p> <ul style="list-style-type: none">• Each bidder has been technically evaluated based on their technical bid supplied to IIT Bombay.• Let T_i be the technical score obtained by bidder i.• Let T_{max} be the highest technical score in the evaluation. The technical score allocated to bidder i will be $T_i = \frac{T_i}{T_{max}} \times 100$ <p>Normalized</p> <p>The commercial score for each bid is determined as follows:</p> <ul style="list-style-type: none">• Each ISP will bid for a contract to supply a quantum of bandwidth as mentioned in the NIT as per commercial terms and conditions and SLA requirements.• Let C_i be the final price from vendor i.• Let C_{min} be the lowest price. <p>The commercial score for bidder i will be calculated as</p> $C_i = \frac{C_{min}}{C_i} \times 100$ <p>Normalized</p> <ul style="list-style-type: none">• The final techno-commercial score for bidder i will be: $S_i = 0.6 \times \text{Normalized } T_i + 0.4 \times \text{Normalized } C_i$ <p>Annual bandwidth contract will be awarded to bidder based on the score S_i (as calculated above) with the highest scorer getting the bandwidth service contract. For example, let S_1, S_2, S_3, S_4 and S_5 are</p>



INDIAN INSTITUTE OF TECHNOLOGY BOMBAY
MATERIALS MANAGEMENT DIVISION
Powai, Mumbai 400076.

	<p>respectively, the highest, second highest, third highest and subsequent scores determined as above, obtained by bidders B₁, B₂, B₃, B₄ and B₅ respectively.</p> <p>Bidder B₁ will be contracted to supply the quantum of bandwidth at the final price quoted by that bidder B₁.</p>
1.2	IIT Bombay reserves the right to award the contract to more than one BIDDER or any BIDDER.
2.	TAXES
2.1	As per Govt. of India Notification No. 47/2017-Integrated Tax (Rate) dtd. 14.11.2017 and Notification No. 45/2017-Central Tax (Rate) dtd. 14.11.2017, Concessional GST is applicable to IIT Bombay for all purchases which are essential for <u>research</u> . We shall provide all the documents under this notification to claim concessional GST whenever required. The supplier shall pay and bear all other liabilities, taxes and duties not specifically agreed by the Purchaser in the contract. Concessional Custom Duty Exemption Certificate (CCDE) will not be provided against this purchase).
3.	PRE- INSTALLATION
3.1	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.
4.	INSTALLATION
4.1	<p>Circuit commissioning during installation or upgradation should be completed within 8 weeks from the date of issue of the Letter of Intent (LOI) / Purchase Order (PO). All the aspects of safe delivery, installation, commissioning and uplink of the connectivity shall be the exclusive responsibility of the Service Provider.</p> <p>If the Service Provider fails to commission the circuit on or before the committed date, then the penalty for late circuit commissioning at the rate of 1% per week of the total annual contract value subject to maximum of 10% of total annual contract value will be deducted. CC reserves the right to cancel the contract if the commissioning of the circuit is delayed beyond the said 8 weeks.</p>
4.2	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.
4.3	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.



INDIAN INSTITUTE OF TECHNOLOGY BOMBAY
MATERIALS MANAGEMENT DIVISION
Powai, Mumbai 400076.

5.	TRAINING
5.1	The BIDDER should provide training for the operation and maintenance to the personnel of IIT Bombay on the offered equipment/machinery.
5.2	Wherever needed, our technical persons should be trained by the supplier at the project site. In case the person is to be trained at supplier's site abroad or in India it should be mentioned in the quotation clearly. The supplier should bear all the expenses for such training including 'to & fro' fares and lodging & boarding charges.
6.	TERMS OF PAYMENT
6.1	The payment will be made on monthly arrears basis based on fulfillment of SLA parameters after adjustment of penalty (if any) due to non-compliance of SLA or due to late circuit commissioning of link.
6.2	The payment of charges will be made within 30 days only after the successful completion and acceptance of the link by CC.
6.3	Monthly Bills are to be sent to Joint Registrar(MM), IIT Bombay Powai, Mumbai - 400 076 on a post-paid basis.
6.4	Apart from the monthly recurring service charges, no other charges are payable by IIT Bombay.
6.5	Payments will be suspended if an SLA dispute is not resolved within one month of the complaint from IIT Bombay.
6.6	Payment shall be made by Cheque or such other mode / electronic fund transfer offered by the Bank.
7.	LEGAL MATTER
7.1	All Domestic and International disputes are subject to Mumbai jurisdiction only.
8.	TRANSFER AND SUBLETTING
8.1	The seller shall not sublet, transfer, assign or otherwise part with the acceptance to the tender or any part thereof, either directly or indirectly, without the prior written permission of the Purchaser i.e. IIT Bombay.
9.	INSURANCE



INDIAN INSTITUTE OF TECHNOLOGY BOMBAY
MATERIALS MANAGEMENT DIVISION
Powai, Mumbai 400076.

9.1	The equipment supplied by the service provider under the contract shall be fully insured by the service provider against any loss, theft, fire, damage due to any reason, etc during transportation, storage, delivery, installation and operation for the entire period of the contract.
9.2	For any theft or damage to any of the supplied items, where the ISP is filing a claim with the insurance agency, the ISP shall replace the item on its own within 15 working days of the reporting of the incident, after which SLA and Risk Purchase clause of the contract will become applicable.
10.	FORCE MAJEURE
10.1	Force Majeure will be accepted on adequate proof thereof.
11.	PENALTY/ LIQUIDATED DAMAGES
11.1	Timely delivery is essence of the contract and hence in case of delay in delivery, liquidated damages at the rate of 1% of the price of the delayed consignment, for each week or part whereof shall be levied and recovered subject to maximum of 10% of total purchase order value.
11.2	IIT Bombay reserves the right to cancel the order in case the delay is more than 8 weeks. Penalties, if any will be recovered by forfeiting the PBG at vendor's cost and risks.
11.3	Non Delivery of material/service may lead to forfeiture of PBG and debarment of the supplier.
12.	SPECIFICATIONS AND SAMPLES
12.1	The suppliers shall supply the stores in accordance with the specifications/ descriptions of stores given in the acceptance of tender. The Purchaser reserves the right to alter the description of stores including drawings given in the acceptance of tender. In the event of any such alteration resulting in any implication to the delivery schedule and price, such implication shall be mutually agreed between the Purchaser and supplier. In case certified sample has been issued by the Purchaser and the Specifications / Drawings also exist in the acceptance of tender then the certified sample will govern the supply to the extent of material, workmanship and finished product.
13.	SUPERVISION OF ERECTION AND COMMISSIONING
13.1	Successful BIDDER shall depute concerned specialist, for supervision of erection & commissioning of the machine to be carried out. The successful BIDDER shall make necessary arrangement at their own expenses for stay, transport and other expenses of their specialist during their stay in Mumbai which also includes imparting free of cost training to IIT Bombay personnel.



INDIAN INSTITUTE OF TECHNOLOGY BOMBAY
MATERIALS MANAGEMENT DIVISION
Powai, Mumbai 400076.

14	SPECIAL TERMS & CONDITIONS
14.1	<ul style="list-style-type: none"> a) The duration of contract is for a period of one year, extendable upto five years subject to satisfactory performance. b) Bandwidth Contracts under the Empanelment Scheme will be annual and it may be extended during the subsequent years with annual reverse auction, subject to satisfactory performance in the previous year with the approval of the Competent Authority.
14.2	<ul style="list-style-type: none"> a) Five bidders B_1 , B_2 , B_3 , B_4 and B_5 (having scores S_1 , S_2 , S_3 , S_4 and S_5 respectively) will be empaneled. b) S_1, S_2 , S_3 , S_4 and S_5 are respectively, the highest, second highest, third highest and subsequent scores determined using the final techno-commercial scores, obtained by bidders B_1, B_2 , B_3 , B_4 and B_5 respectively. c) Bidder's B_2 , B_3 , B_4 and B_5 with the second, third highest and subsequent techno-commercial score's S_2 S_3 , S_4 and S_5 will be empaneled, but will not be awarded with any bandwidth during the first year of empanelment. However, Bidder's B_2 , B_3 , B_4 and B_5 can participate in future reverse auctions held during every subsequent years of empanelment. d) Bidder's B_2 , B_3 , B_4 and B_5 will have to submit Earnest Money Deposit before bidding for every subsequent years of empanelment.
14.3	5 Gbps of internet bandwidth will be awarded to bidder B_1 .
14.4	IITB reserves the right to buy any quanta of bandwidth from any single or combination of ISP's on account of technical, security, redundancy reasons.
14.5	The empanelment does not entail automatic award of any or all the service contracts to the empaneled ISP's. It only enables IITB to purchase bandwidth from the empaneled ISP's without the tendering process and through annual reverse auction during the empanelment period.
14.6	IITB reserves the right to call for tenders from all or any of the ISP's for providing Internet Bandwidth Services. IITB would add, delete, or modify any categories as per the requirements of Internet bandwidth service demands that may arise from time to time in the Institute. In particular IITB reserves the right to buy any quanta of bandwidth services outside this empanelment scheme also.
14.7	It is mandatory that the Empaneled ISP's respond to service enquiries (e.g. enquiries relating to new service contract negotiations or Quality-of-Service (QoS) issues on ongoing contracts). The ISP must respond with an appropriate regret letter in the event of failure to meet such service requirements. The ISP, which may get empaneled, on receipt of the enquiry, and not responding to the enquiries, may possibly get blacklisted as non-responsive.
14.8	The prospective ISP must abide by all rules and regulations put forward by TRAI from time to time.
14.9	IITB reserves the right to cancel, suspend, or modify the operation or scope of this empanelment process in part or full at any time without assigning any reasons thereof.
14.10	Unless IIT Bombay explicitly makes a written request to extend the service duration of the circuit that is proposed to be set up through the service orders placed upon the bidder during the scope of empanelment, it will be deemed to have been terminated automatically at the end of its service



INDIAN INSTITUTE OF TECHNOLOGY BOMBAY
MATERIALS MANAGEMENT DIVISION
Powai, Mumbai 400076.

	duration (i.e. one year from the date of commissioning). In effect either party (i.e., IIT Bombay and the empaneled ISP) is at liberty to cancel the contract at any point of time during the service year with one month advance notice period without any early termination charges.
14.11	IIT Bombay may call for reverse auction (within empaneled ISP's), any time during the service contract year if there is a perception that there is a substantial change in market prices.
14.12	IIT Bombay reserves the right to cancel/suspend the operation of this empanelment in part or full, at any time without assigning any reasons thereof.
14.13	The bidder must have at least 10 clients purchasing a minimum of 200 Mbps from them. Please give URLs for graphs showing link status, utilization, latencies, etc. for the month of September, 2020 for your existing clients of 200Mbps or more (anonymize, if needed).



INDIAN INSTITUTE OF TECHNOLOGY BOMBAY
MATERIALS MANAGEMENT DIVISION
Powai, Mumbai 400076.

ANNEXURE I – BIDDER’S INFORMATION
(Bidder should duly fill and upload with technical bid)

1	Name of the Bidder	
2	Address of the Bidder	
3	PAN No.	
4	GSTIN No.	
5	State of GST Registration	
6	E-mail ID	
7	Contact Person's Name & Designation	
8	Mobile No.	
9	CPPP Email ID	

Signature and Seal of the Manufacturer / Bidder

Place: _____

Date: _____



INDIAN INSTITUTE OF TECHNOLOGY BOMBAY
MATERIALS MANAGEMENT DIVISION
Powai, Mumbai 400076.

ANNEXURE II - QUESTIONNAIRE
(Bidder should duly fill and upload with technical bid)

Sr. No.	Question (if not applicable please mention 'NA').	Response
1.	Whether all the terms and conditions of the NIT document have been complied. Compliance (Yes/No)	
2.	Whether all the items specified in the technical specification has been compiled and have been quoted in the bidding engine. Compliance(Yes/No)	
3.	Confirm that you have read all the instructions carefully and have complied with the instructions accordingly. Compliance(Yes/No)	
4.	In case bidder does not manufacture goods offers to supply have submitted Manufacturer's Authorisation letter. Compliance(Yes/No)	
5.	Mention Delivery period	
6.	Mention Warranty of the material	
7.	Mention HSN/SAC code of the material	

Signature and Seal of the Manufacturer / Bidder

Place: _____

Date: _____



INDIAN INSTITUTE OF TECHNOLOGY BOMBAY
MATERIALS MANAGEMENT DIVISION
Powai, Mumbai 400076.

ANNEXURE III – DECLARATION OF LOCAL CONTENT

(To be given on company letter head - For tender value below Rs.10 crores)

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

Date: _____

To,
The Registrar,
Indian Institute of Technology Bombay,
Powai, Mumbai - 400076

Sub: Declaration of Local content

Tender Reference No: _____

Name of Tender : - _____

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

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

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

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



INDIAN INSTITUTE OF TECHNOLOGY BOMBAY
MATERIALS MANAGEMENT DIVISION
Powai, Mumbai 400076.

Annexure VI- CERTIFICATE FOR NON-BLACKLISTING

(To be given on company letter head and upload with technical bid)

Date: _____

To,
The Registrar,
Indian Institute of Technology Bombay,
Powai, Mumbai – 400076

Sub: - Certificate for Non-blacklisting

I hereby certify that the above agency has not been ever blacklisted by any Central/State Government/Public Undertaking/Institute on any account.

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

Date: (Authorized Signatory)

Place: Name:
Designation:
Contact No.:

Seal / Stamp of the Company