



भारतीय सूचना प्रौद्योगिकी संस्थान, इलाहाबाद Indian Institute of Information Technology, Allahabad

An Institute of National Importance by Act of Parliament
Deoghat, Jhalwa, Allahabad-211015 (U.P.) INDIA

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Ref. No. : IIIT-A/ENQ/FIP/309/296/2018

Date: 03/08/2018

Tender Notice for purchase of "Gigabit Internet Bandwidth" for IIIT-A (Two Bid System)

Sealed tenders are invited under **Two Bid Systems** for the purchase "**Gigabit Internet Bandwidth**" at IIIT-A, Jhalwa Campus. Tenders are invited from competent, legally & professionally eligible Internet Service Providers (ISPs) who are capable to provide the desired bandwidth. As this Internet Bandwidth is for additional alternate connectivity, the existing supplier is excluded and may not participate in this process. Tenders should be submitted in the prescribed proforma with the earnest money in the form of DD/FDR etc.

You are requested to submit the quotation by courier/speed post with complete details of specifications, terms & conditions, warranty/guarantee etc. Quotation should be in two separate sealed envelopes "Technical and Commercial Bids" 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 Faculty In Charges Purchase, IIIT-Allahabad upto **23/08/2018 till 12:00 Noon**. Quotations duly sealed may also be dropped in the tender box placed in the office of the Faculty In Charges Purchase, IIIT-Allahabad. Basic rate, taxes and freight charges etc. must be quoted separately, F.O.R. destination at IIIT-A, Jhalwa, Allahabad.

1)	PlaceofWork -	IIIT-A, Jhalwa Campus
2)	EMD -	Rs. 2,40,000/- EMD fee should be directly transfer into the bank account of IIIT-A through RTGS/NEFT and The tenders document should be accompanied with the transaction receipt of RTGS/NEFT (<u>Any bid without EMD fee receipt will not be considered</u>). EMD receipt should be enclosed with the Technical Bid document in a separate envelop. The detail of institute's Bank account is as below; Account Name: IIITA General AC Bank Name: Indian Overseas Bank, Address: 61, M.G. Marg, Civil Lines, Allahabad Account No.: 035001000060976 IFSC Code: IOBA0000350
3)	Date of submission -	23/08/2018 till 12:00 Noon
4)	Technical Bid opening	23/08/2018 at 04:00 P.M.

The technical bid received in prescribed proforma will be opened in the presence of the tenderers, or authorized representatives interested to be present, on **23/08/2018 at 04:00 P.M.** The Financial bids of only technically qualified tenderers will be opened after evaluation by the Technical Committee. Basic rate, taxes and freight charges etc. must be quoted separately.


Assistant Registrar (Purchase)

Copy to: Hon'ble Director for kind information.

Tender Notice

Indian Institute of Information Technology, Allahabad (IIIT-A), an Educational Institute, invites sealed tender from well-established firms / agencies having relevant experience for providing dedicated **Gigabit** internet bandwidth (1:1 contention ratio / Symmetric Link) for IIIT- Allahabad committed access rate till ISP International Gateway with redundant backup. 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.

The agency shall provide the symmetric **Gigabit** Internet **managed** Leased Line Connectivity in the Institute for a period of five years initially and will 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 30 days.

The tenderer shall be required to deposit refundable earnest money (EMD) for an amount of Rs.2,40,000/- (Rupees two Lacs Forty Thousands only) through RTGS/NEFT in Institute account as mentioned above and transaction receipt of RTGS/NEFT with technical bid. **The earnest money deposit must be enclosed in the envelope containing the technical bid.**

Offers in financial bid should be written in English and price 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.

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.

The tender shall be submitted in a sealed envelope bearing the following reference on the top left hand corner:

Tender No- **IIIT-A/ENQ/FIP/309/ /2018**

Subject: **Tender for providing Gigabit Internet Leased Line Connectivity**

Addressed to:

**Faculty In charge Purchase
Indian Institute of Information Technology,
Deoghat, Jhalwa
Allahabad-211015 (U.P.) India.**



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 tenderer(s), modify the tender document by amendment.

The amendment will be published on Institute website. In order to afford prospective tenderer(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.

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 tenderers 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.

The tenderer(s) are requested to read the tender document carefully and ensure compliance with all the instructions herein.

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 tender.

In the event of the due date of receipt and opening of the tender being declared as holiday for the Institute, then due date of receipt / opening of the tender will be the next working day at the same time.

Any amendment and/or addition made to the tender are not permissible after opening of the tender, Incomplete tenders will be rejected.

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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 tenderers and the client's decision shall be final in this regard.

The bid of any tenderer 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 Tenderers

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

- The agency/firm should provide end to end connectivity on its own network (via local loop) on Optical Fiber Cable in Ring Topology.
- Only agency/firm having the Category "A" Internet Service Provider (ISP) license issued from the Department of Telecommunication, Govt. of India, can apply.
- The agency/firm should have its own International Gateway. DOT License /Certificate/Agreement with the Service Provider for the same to be provided.
- The agency/firm must have experience in providing the Gigabit connectivity and necessary infrastructure to execute the project.
- Self-attested valid license copy of certificate and Infrastructure details must be enclosed with technical bid.
- The list of existing customers (educational institutions/Government departments) who have been supplied Internet Bandwidth of STM-4 or more with effect from 2012 should be provided along with supply orders and satisfactory performance reports. Minimum list of 3 or more customers to be provided.
- 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.
- The agency/firm must have a fully functional Network Operation Center(s) to monitor and manage the gigabit link, which is fully operational 24 X 7 X 365 days. List of NOC(s) must be enclosed with technical bid.
- The agency/firm must have adequate bandwidth at the backend to provide the desired bandwidth in IIIT - Allahabad. Supporting document must be enclosed



with technical bid.

- The tenderer should not have been debarred and/ or blacklisted by any Central Government / or any State Government Department(s). 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.
- 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

3. Deposits and Submission

The tenderer shall be required to submit the earnest money deposit (EMD) for an amount of Rs.2,40,000/- (Rupees two Lacs Forty Thousands only) through RTGS/NEFT in Institute account as mentioned page 1/25 and transaction receipt of RTGS/NEFT must be attach with technical bid. **The earnest money deposit must be enclosed in the envelope containing the technical bid.**

The tenderer 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 tenderer.

The earnest money deposit of the tenderer, whose tender has been accepted, will be returned on the submission of performance security. Earnest money deposit of the successful tenderer shall be forfeited, if it 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 tenderer, the earnest money deposit of all the others tenderer(s) will be refunded within 15 days by NEFT/RTGS. Vendors are desired to provide their bank account for returned of EMD or Performance Security as detailed below:

Name of Account Holder.....
Account Number.....
Address of Branch
Account Number.....
IFSC Code.....

4. LOCAL CONDITIONS:

It shall be the responsibility on each tenderer 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 tenderer(s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions.



The Institute shall presume that the tenderer has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by Institute, on the basis of any non-clarity of information about local conditions being pleaded by the tenderer.

Further, no claim for financial adjustment being made by the contract awarded on 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 tenderer(s) quoted price shall remain unchanged during the period of validity. In case the tenderer(s) withdraws, modifies or changes his offer during the bid validity period, the earnest money deposited by him shall be forfeited without assigning any reason thereof. The tenderer(s) should be ready to extend the validity, if required.

6. DELIVERY PERIOD, INSTALLATION AND COMMISSIONING

The delivery period of the said tasks should be adhered to as will be mentioned in the Award of Contract.

Tenderer 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.

Project will be completed **within three months (03) 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.

If the Service Provider fails to uplink the connectivity by the specified date, then the penalty at the rate of 1% per week of the total order value will be deducted.

7. PAYMENT TERMS & CONDITIONS:

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.

Bill amount will be paid over a period of five years in proportionate basis of the service charges.

Hardware Charges: All the hardware procured shall be maintained by the vendor at no additional charge for the entirety of the operation of service.

Charges 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

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ISP or acquired on lease basis. However, no additional charges will be paid for the leased line.

8.CONTRACT PERIOD:

The contract period for providing the Internet Leased Line Connectivity to Institute would be initially for a period of five years and will be further extended for a maximum period of 3 years, 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 30 days.

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 reserves 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 tenderer 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 separate sealed cover. Failure to provide price bid in a sealed separate cover will result in invalidation of the offer.

b) The bid should be clearly filled or typed and signed in ink legibly giving full address of the tenderer. The tenderer should quote the price in figures as well as in words the



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) Service Tax or any other taxes and Education Cess will be paid extra as applicable.
- d) Income tax will be deducted at source.

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 tenderer 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 be 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 tenderer(s) shall be made. Short-listed tenderer(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 quoted by the tenderer.

14. AWARD OF CONTRACT:

After due evaluation of the financial bid(s), the Institute will award the contract to the lowest tenderer (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 Security within 15 days for the date of issue of LOI/work order for an amount equal to 10% of order value & should be transferred in Institute account by NEFT/RTGS and has to provide a proof within this period. The detail of institute's Bank account is as below;
Account Name: IIITA General AC
Bank Name: Indian Overseas Bank,
Address: 61, M.G. Marg, Civil Lines, Allahabad
Account No.: 035001000060976
IFSC Code: IOBA0000350
- b. 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.
- c. In case the period of contract is extended further by the Institute in consultation with the Service Provider, the validity of Performance Security shall also be extended by the Service Provider accordingly so that such Performance Security 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 responsible for providing the Gigabit (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 and uplink of connectivity. The service provider will maintain the OFC and equipment to provide Internet Services till IIIT-A Server Room for efficient running at all times of the contract.
- iii. Liasioning (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 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-Allahabad will not purchase any hardware and service provider will have to provide all the required hardware on latest technology from time to time and will also be fully responsible for its maintenance.
- vii. The Tender is being invited for selecting an alternate Internet Service Provider (ISP) for Redundancy / Backup. BSNL, being the existing media provider for I GBPs link via NKN to Institute shall not be eligible for participating in the present Tendering Process.

18. SERVICE LEVEL GUARANTEE AND RESPONSIBILITIES:

- i. The Service Provider shall provide the Gigabit (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 **64 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 X 365.
- 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

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prior intimation to the service provider equivalent to 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. Institute shall provide an edge router (Juniper ACX1100 or Equivalent). Service provider will be responsible installation, commissioning and testing of Link on the router.
- xii. Downtime penalty in % of monthly payment:

S. No.	Uptime	Penalty in % on monthly bill
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.

- xiii. Mean Time to Repair (MTTR), Packet loss and Link failover will be calculated from Network Management System (NMS) installed at Institute network.

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 IIIT -A: 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, IIIT-A reserves the right to cancel/terminate the contract by giving one-month notice at the cost and risk of the contractor.

21. FORCE MAJEURE:

1. 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.
2. 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.

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 Allahabad only. The decision of the Arbitrator shall be final and binding on both the parties.



23. JURISDICTION:

The courts at Allahabad 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 Allahabad Court shall have jurisdiction in the matter.

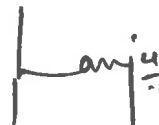
24. CLARIFICATION:

The prospective tenderer(s) requiring any clarification regarding the tender document (Technical Specification) are requested to contact Sh. Ajay Kumar Tiwari, Technical Officer contact- 0532-2922153.

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 tenderer(s), modify the tender document by amendment.

The amendment will be published on Institute website. In order to afford prospective tenderer(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.

Tenderer should take into account any corrigendum published on the Tender document before submitting their bids. All such corrigendum will be placed on IIIT-A website www.iiita.ac.in Intending tenderers are advised to visit www.iiita.ac.in for regular update, if any, till the closing date of tender for any corrigendum/ addendum/ amendment. IIIT-A will not be responsible for ignorance of corrigendum



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 Tenderer)

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

Or

I / We _____ (Tenderer) hereby declare that the Firm / agency namely M/s. _____ was blacklisted or debarred by Union / State Government 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 in tenders.

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

In addition to the above The Director, IIIT- Allahabad, 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. One Time Charges		
1.	One time installation and commissioning charges of leased line at the Institute.	
2.	Taxes (as applicable)	
Sub Total		
B. Annually Recurring Charges		
1.	Gigabit (1000 Mbps approx.) 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 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 Tenderer.
- 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:

Signature of Authorized Person & Seal

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(to be printed on Supplier's letterhead)

INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement hereinafter called the Integrity Pact is made on day of the month of, between, on one hand, the **Indian Institute of Information Technology, Allahabad** acting through Faculty In Charge, Purchase, of Indian Institute of Information Technology, Allahabad hereinafter called the "BUYER" of the First Part and M/s..... represented by Shri, Director /Chief Executive Officer/ General Manager / Proprietor hereinafter called the "BIDDER/Seller" of the Second Part.

WHEREAS the BUYER proposes to procure

(Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Autonomous Body/Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

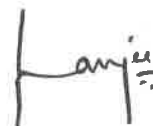


COMMITMENTS OF THE BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER, with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

COMMITMENTS OF BIDDERS :

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to



any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER, or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or

A handwritten signature in black ink, appearing to read 'Kanju', is written over the page number.

alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. PREVIOUS TRANSGRESSION

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. EARNEST MONEY DEPOSIT

5.1 While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money, with the IIIT Allahabad through the following instruments:

(i) A confirmed Bank Guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the IIIT Allahabad shall be treated as conclusive proof of payment.

5.2 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.

5.3 In case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for 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.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.

5.5 In case of successful BIDDER, EMD will be returned within 15 days from the date of submission of Performance Guarantee Bond.

6. SECURITY DEPOSIT / PERFORMANCE GUARANTEE :

6.1 Performance Guarantee Bond is mandatory.

6.2 Successful tenderer/ bidder should submit performance guarantee as prescribed above to be received in the office of Faculty In Charges, Purchase, IIITA 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 proforma or annexure of the tender documents, for an amount as mentioned in the tender document.

6.3 The Performance Guarantee Should be established in favour of "IIIT Allahabad" payable at Allahabad.

6.4 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 tenderer and the purchaser under the terms and conditions of acceptance to tender.

6.5 The successful tenderer 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.

6.6 The performance guarantee bond shall be kept valid during the period of contract and shall continue to be enforceable initially for a period of fifteen months from the date of commence of contract.

7. Sanctions for Violations

7.1 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:-

(i) 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.

(ii) 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.



- (iii) To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.
 - (iv) 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.
 - (v) 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.
 - (vi) 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.
 - (vii) 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.
 - (viii) 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.
 - (ix) 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.
 - (x) 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.
- 7.2 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.
- 7.3 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.

8. Fall Clause

- 8.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in



respect of any other department of State Government/ Central Government 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.

Independent monitors

- 9.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Chief Vigilance Officer, Indian Institute of Information Technology, Allahabad).
- 9.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3 The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 9.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of the meetings.
- 9.5 As soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 9.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 9.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 9.8 The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

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10. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information & documents in English and shall extend all possible help for the purpose of such examination.

11. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and Jurisdiction is the Seat of the BUYER.

12. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13. Validity

13.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

14. The Parties hereby sign this Integrity Pact at _____ on _____.

BUYER

BIDDER

Faculty In Charge, IIIT -Allahabad

Signature with seal

Witness

Witness

1. _____

1. _____

(Indenter)

2. _____

2. _____