

Tender

for Providing the

34 Mbps Internet Leased Line Connectivity

at

Indian Institute of Technology Jodhpur

NIT No. : IITJ/SPS/CC/1/1(I)/2015-16/88

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Indian Institute of Technology Jodhpur
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Notice Inviting Tender

Indian Institute of Technology (IIT), Jodhpur, Rajasthan (hereinafter referred to as the “Institute”), an Educational Institute of National Importance, invites sealed tender(s) in two-bid format for Supply, Installation & Commissioning of the “34 Mbps Internet Leased Line connectivity ” at the Institute as per the specification given in the schedule attached with the tender as Annexure – I. The tender document can be downloaded from the Institute website at URL Link: <http://iitj.ac.in/tenders/> or from Central Public Procurement Portal link: <http://www.eprocure.gov.in>.

The agency shall provide the 34 Mbps Internet Leased Line Connectivity in IIT Jodhpur New Campus, Karwar village, Nagaur road, Jodhpur, for a period of initially one year and will be further extended, based on the requirement of Institute on yearly basis, unless it will stand cancel on expiry of the contract or on written notice within 30 days.

The tenderer shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs.15,000/- (Rupees Fifteen Thousand only) which is refundable and a non-refundable tender fee for an amount of Rs.500/- (Rupees Five Hundred only) by way of demand drafts only. The demand drafts shall be drawn in favour of “Director, IIT Jodhpur” payable at Jodhpur. The demand drafts for earnest money deposit & tender fee must be enclosed in the envelope containing the technical bid.

Offer in the 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 ink pen or ball pen. Use of pencil will be ignored. All the pages of the Technical / Financial Bid shall be page numbered and all the relevant supporting documents as required must be enclosed.

Envelope of technical bid & financial bid should be individually sealed and then placed in a third envelope, to be sealed and superscribed with tender number, due date of submission and address to:

Office-in-charge
Office of Stores & Purchase
IIT Jodhpur
Old Residency Road, Ratanada
Jodhpur – 342011, Rajasthan”

Sealed tender should reach the Institute, latest by April 4, 2016 by 03:00 PM. Tender(s) received beyond the last date of submission will be rejected. No tender will be entertained by E-mail or FAX.

A prospective bidder requiring any clarification of the tender documents may notify the Institute in writing via email / fax, indicated in the invitation for tender. The Institute will respond in writing to any request for clarification of the bidding documents which it receives not later than 10 (ten) days prior to the deadline for the submission of bids.

At any time prior to the deadline of submission of bid, the Institute for any reason, whether at its own initiative or in response of a clarification requested by a prospective tenderer, modify the tender by amendment and it will be published on the website.

Technical bid(s) will be opened on April 4, 2016 at 4:00 PM in the Conference Hall, Administrative Block of the Institute in the presence of the tenderer(s) or their authorized representative(s), who are present at the scheduled date and time.

Date and time of the opening of the financial bid(s) will be decided after the technical bid(s) have been evaluated by the Institute. The financial bid(s) of only those tenderer(s) will be opened, who qualifies 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.

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

The tenderer are requested to read the tender document carefully and ensure to compliance with all the instructions herein. Non-compliance of the instructions contained in this document may disqualify the tenderer from the tendering exercise.

The Institute reserves the right to select certain items in single or multiple units and reject the others or all as mentioned in the schedule and to revise or alter the specifications before acceptance of any tender and accept or reject any or all tenders, wholly or partly or close the tender without assigning any reason whatsoever.

INSTRUCTIONS TO TENDERER

Tender should be submitted in two parts, Part – I (Technical Bid) & Part – II (Financial Bid). Envelop of Part – I should be superscribed as “Tender for Providing the Internet Leased Line Connectivity, Part – I Technical Bid” and Envelop of Part – II should be superscribed as “Tender for Providing the Internet Leased Line Connectivity, Part – II Financial Bid”.

1. Eligibility Criteria:

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

- 1.1 The ISP should have a valid ‘**Category A**’ ISP license from Govt. of India (Attach copy of license).
- 1.2 The firm / agency must have a fully functional Customer Service Center(s) in this region, which is fully operational 24 X 365 days. List of Customer Service Center(s) must be enclosed with technical bid.
- 1.3 The firm / agency have adequate bandwidth at the backend to provide the desired bandwidth in Institute. Supporting document must be enclosed with technical bid.
- 1.4 The tenderer should not have been debarred or blacklisted by any Central / State Government Department(s) and the tenderer should not have any litigation in any of the Court(s). An affidavit to that effect on Non-Judicial Stamp paper of ` 10/- duly notarized shall be enclosed with the technical bid. The proforma of the affidavit is attached with the tender as Annexure – A.
- 1.5 The tenderer shall be required to submit the earnest money deposit (EMD) for an amount of Rs.15,000/- (Rupees Fifteen Thousand only) which is refundable and a non-refundable tender fee for an amount of Rs.500/- (Rupees Five Hundred only) by way of demand draft only. The demand draft shall be drawn in favour of “Director, IIT Jodhpur” payable at Jodhpur. The demand drafts for earnest money deposit & tender fee must be enclosed in the envelope containing the technical bid.
- 1.6 The tenderer shall submit the 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 bid of any tenderer who has not complied with one or more of the conditions of eligibility criteria and / or fail to submit the required documents as required / or mentioned in tender document are liable to be summarily rejected.

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.

2. Local Conditions:

It shall be the responsibility on each tenderer to fully inform / acquaint / familiarized 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 these tender document will be entertained by the Institute.

3. 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 paid by him shall be forfeited without assigning any reason thereof. The tenderer(s) should be ready to extend the validity, if required.

4. Installation & Commissioning:

Project will be completed within 8 weeks from the date of issue of the 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 subject to maximum of 10% of total order value will be deducted.

5. Payment Terms & Conditions:

- Annual Recurring (bandwidth) charges shall be payable on Quarterly basis after the submission of monthly connectivity report at the end of the quarter (3 Months), for this the Service Provider will raise the bill atleast two weeks in advance before the end the each

quarter.

6. Contract Period:

The contract period for providing the Internet Leased Line Connectivity to Institute would be initially for one year and will be further extended, based on the requirement of the Institute on yearly basis, unless it will stand cancel on expiry of contract or on written notice within 30 days.

The agreed price would be applicable throughout the contract period. 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.

7. Tender Preparation Expenses:

All costs incurred by the tenderer in the preparation of the tender, presentation and of negotiating the contract including the site visits etc. will be borne by the tenderer themselves and in no case will be reimbursable by the Institute.

8. Financial Bid:

The rates should be quoted in Indian Rupees (INR) inclusive of the essential charges on FOR at destination site basis in the prescribe format (**Annexure – B**) with complete description. Name of the manufacturer, part number must be indicated clearly in the proforma invoice / quotation failing which the same shall be liable for rejection.

Institute is registered with DSIR, Govt. of India (Custom Duty Notification No. 51/96- Custom dt: 23 July, 1996 and Central Excise Duty Notification No. 10/97- Central Excise dt: 1 March, 1997) and is therefore, exempted from Excise Duty and partial exempted from Custom Duty (CD applicable to IIT Jodhpur is 5.15%). Exemption Certificate of the same shall be issued.

NB: If any of the conditions mentioned in the tender enquiry document are alter / changed / modified / add any new condition, which are not compliance with tender enquiry document, by tenderer in their proposal, which may be treated as unresponsive and it may be rejected.

8. Tender Evaluation:

The Institute will evaluate the entire tenders, strictly on the basis of the terms & conditions incorporated in the tender enquiry document and terms, conditions etc. as stipulated by the tenderer(s) in their tender to

determine whether these are compliance in all respects, as specified in the tender enquiry document. During the evaluation / scrutiny of the tenders, at any stage, if it is found that any of the tenderer(s) terms and conditions are not compliance with tender enquiry document, Institute may seek the clarification within the specified target time and if the tenderer has fails to reply / or not agree / accept the terms and conditions, their tender will be treated as unresponsive and it is liable for rejection.

If the schedule of requirements contains more than one schedule, then offers for each schedule are to be evaluated and ranked separately, if it is in the benefit of the Institute, order may be awarded accordingly.

Evaluation of the proposals shall be done in two stages as:

(a) Stage – I (Technical Evaluation): Technical evaluation of the proposals shall be done in two stages as:

➤ Sub-Stage – A (Essential pre-qualification criteria):

- Institute will examine all the bid(s) to determine whether they qualify the essential pre-qualification criteria, whether tenderer has submitted the EMD & Tender fee with technical bid, whether all the documents as mentioned / or required in the tender to be submitted with technical bid, has submitted, whether all the documents are in prescribed format and has been properly signed & stamped and whether the bid are completed and generally in order.
- Tender(s) who will not qualify Sub-Stage–A or conditional tender are to be treated as unresponsive and it may be rejected.

➤ Sub-Stage – B (Technical Specification):

- The Institute will examine the detailed technical specification of the quoted part number/model, whether these are complying with the specification as mentioned in tender document.
- The tender which are not compliance with the tender specifications will be summarily rejected.

After the evaluation of technical bid(s), a list of the tenderer(s) who qualify the technical evaluation (Sub – Stage – A & B) shall be made. Shortlisted tenderer(s) shall be informed for the date, time and place of opening of the financial bid(s) and they may depute their representative/s to attend the opening of the financial bid(s). The financial bid(s) of the only technically qualified tenderer(s) will be opened.

(b) Stage – II (Financial Evaluation): Financial bid(s) of the only technically qualified tenderer(s) will be opened for financial evaluation.

The financial bid(s) will be evaluated on the basis of the total cost as quoted.

If there is discrepancy between the unit price and total price (which is obtained by the multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly and same is to be conveyed to the tenderer with specified target time, if the tenderer does not agree with the observation of the Institute, the tender is liable to be ignored.

10. Award of Contract:

After due evaluation of the financial bid(s), the Institute will award the contract to the lowest evaluated responsive tenderer (hereinafter referred to as the “Service Provider”).

11. Commencement of Contract:

The Service Provider shall commence the work from the date of receipt of acceptance of work order which shall be accepted by the Service Provider within not more than 10 days from the receipt of the work order or 15 days from the date of said order whichever is earlier.

13. Service Provider Obligations:

1. The Service Provider shall responsible for providing the 34 Mbps leased line internet connectivity at IIT Jodhpur permanent campus (Located at nagaur road Karwar), at all the time throughout the contract period.
2. The Service Provider shall responsible for IIT Jodhpur permanent campus, commissioning and configuring of hardware and uplink of connectivity.
3. Lesioning (if required) with other firm(s) for obtaining point to point connectivity between ISP node and Institute, shall be the responsibility of the Service Provider (router or switch should be provided by ISP for point to point link activation if required).
4. 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.
5. 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 by him.
6. The ISP should have a valid **Category A** ISP license from Govt. of India (Attach copy of license).

14. Service Level Guarantee:

- A. **The Service Provider shall provide the 34 Mbps Internet leased line connectivity at all the time (24X7X365) at IIT Jodhpur, Karwar village, Nagaur road, Jodhpur.**
- B. To provide Internet Router Port at ISP Gateway for required Bandwidth and minimum subnet of 08 Public IP addresses including Reverse Lookups configured at these IP's.
- C. Packet Losses: Less than 1 % (Average over 1000 ping) at any given point of time to any part of Country / ISP Internet gateway.
- D. Latency: Less than 100ms from The Institute to ISP'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.
- E. Network Availability (uptime): More than 99.50 % per month.
- F. National Backbone should be available on the same ISP.
- G. Reports for performance, monitoring / usage to be submitted by the ISP on monthly basis or as per requirement of the Institute.
- H. Downtime Calculation: Downtime 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.
- I. The response time for attending the faults will be 1 hour after they are reported to the ISP. The ISP will rectify the faults within 12 hours failing which; the vendor will arrange temporary replacements. The services shall be provided 24 X 7 days in a week.
- J. Downtime penalty in % of quarterly payment:

S. No.	Downtime	Penalty in % on Quarterly bill
1.	$\geq 99.50\%$	0
2.	> 99.00 to < 99.50	10
3.	> 98.00 to < 99.00	20
4.	> 97.00 to < 98.00	30
5.	> 95.00 to < 97.00	50
6.	> 90.00 to < 95.00	70
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 / or any situation which are beyond the control of service provider.

b) Due to schedule maintenance by the Service Provider, with prior approval of Institute.

K. Mean Time to Repair (MTTR), Packet loss and Link failover will be calculated from Network Management System (NMS) installed at Institute side or through ISP portal.

15. Force Majeure:

Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Supplier or its employees / representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Supplier for a period exceeding a continuous period of 7 (seven) days.

16. Arbitration:

In case of any dispute or difference arising out of or in connection with the tender conditions / order and Contract, the Institute and the Supplier 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. 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 Jodhpur only. The resolution of the Arbitrator shall be final and binding on both the parties.

17. Jurisdiction:

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

18. Clarification:

The prospective tenderer(s) requiring any clarification regarding the tender document are requested to contact Purchase Section (email id: sps@iitj.ac.in). The Purchase Section will respond in writing

to any request for clarification, which is received not later than the 10 days for last date of submission of Tender.

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.

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 organization from taking part in Government tenders in India and should not have any litigation in any of the labour court(s).

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 Government 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 Government tenders.

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

In addition to the above Director, IIT Jodhpur, will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

Name _____

Address _____

Attested:

(Public Notary / Executive Magistrate)

Annexure - B

Format for Financial Bid

S. No.	Particular	Price in INR
Quarterly Recurring Charges		
I	34 Mbps Internet leased line (1:2) Charges	
	Taxes (As applicable)	
	Sub Total	
Optional 34 Mbps Internet leased line (1:1)		
II	34 Mbps Internet leased line (1:1) Charges	
	Taxes (As applicable)	
	Sub Total	

Note:-

- a) Rates for any additional /optional features to be mentioned clearly and separately.
- b) 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.
- c) Any drop in the charges / tariff of leased line or Internet port access during the contract period shall be passed on to Institute.
- d) 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.
- e) We have gone through the terms & conditions stipulated in the Tender Document and confirm to abide by the same.
- f) No other charges would be payable by the Institute.

Place:

Date:

Signature of Authorized Person & Seal
