





# FOR INTERNET LEASED LINE AT SOUTH ASIAN UNIVERSITY

Tender No. ICT/RFP/1604201902

# South Asian University

(a University established by SAARC nations)

www.sau.int

Phones: +91 11 24195000 / +91 11 24122512

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#### **TENDER NOTICE**

Tender No. ICT/RFP/1604201902

The South Asian University (SAU) is an International University sponsored by the eight Member States of the South Asian Association for Regional Cooperation (SAARC) viz. Afghanistan, Bangladesh, Bhutan, India, Maldives, Nepal, Pakistan and Sri Lanka.

Date: 14 May 2019

The SAU invites sealed tenders in of Two Bid Format, i.e., Technical Bid & Price Bid, from reputed Indian Firms/Agencies/Govt. Licensed firms for 20 / 50 Mbps Internet Connectivity Leased Line (OFC) (1:1) uncompressed & unshared with last mile on fiber:

Description	EMD (in INR)	Last Date & Time for submission of tenders	Date & Time for opening of Technical Bids	Validity of offer
One 20 / 50 Mbps Internet Connectivity Leased Line (OFC) (1:1 Uncompressed and unshared) at Akbar Bhawan, South Asian University, New Delhi 110021	20000/- Through Demand Draft In Favour of South Asian University payable at New Delhi	30/05/2019 Up to 3.00PM	30/05/2019 at 3.30PM	120 days

Note: TENDER RECEIVED AFTER STIPULATED DATE & TIME SHALL NOT BE CONSIDERED.

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#### 1 Introduction

SAU has a plan to install "20 / 50 Mbps Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared) to be installed at SAU" on rental basis. This is required for the purpose of backup/alternate connectivity for Internet services at SAU.

# 2 Scope of Work

To provide 20 / 50 Mbps Internet leased line connectivity on uncompressed, unshared leased line (OFC) (1:1) at SAU on rental basis. This includes installation, commissioning, testing & up keep of the complete link for one year. The engagement period may be extended by one year at a time, on the basis of need and satisfactory performance, up to a maximum of 3 years. Initial engagement will be for one year only. The connectivity will be through dedicated Internet service. The hardware and software required for the establishment of fully functional leased line will be provided by the bidder on rental basis. The minimum guaranteed bandwidth to be taken from the successful Bidder is 20 Mbps.

# 3 Pre Qualification Criteria

Mandatory (Tenderers not meeting these criteria will not be considered )

- 3.1 The bidder should be have a valid Category "A" ISP license from Govt. of India (Attach a copy of license).
- 3.2 The bidder should be financially sound with a minimum average annual turnover of Rs. 5 crore during last 3 financial year. The proof of turnover should be submitted in the format prescribed in Annexure VII.
- 3.3 The bidders should have Direct \ toll free number to register complaints round the clock (24x7), Maintenance support service (24 hours and 7 days a week) (Attach Certificate)
- 3.4 The bidder must provide documentary evidence of experience in provisioning of similar services during the last three years (to be counted from the last date of submission of bids). During this period, the bidder should have provisioned or be running similar services (20Mbps or higher ILL) for at least five clients (provide information as per Annexure VI).

# **4 Specific Conditions**

- 4.1 A list of existing local enterprise customers of Internet Bandwidth (20 Mbps or more) should be provided along with feedback.
- 4.2 The bidder 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.
- 4.3 Liasioning (if required) with other firm/agency for obtaining point to point connectivity between ISP node and SAU shall be the responsibility of quoting firm.
- 4.4 SAU reserves the right to carry out client service feedback and/or capability assessment of the bidder and the decision of SAU shall be final in this regard. A negative assessment may lead to discarding of bids from consideration in this tender.

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4.5 The initial engagement shall be for a period of one year and subject to renewal on satisfactory service. The service shall be automatically deemed to be discontinued after the initial engagement period of one year unless explicitly extended by the University through official communication. This does not preclude prior termination of service in case of recurring service disruptions which the chosen ISP is unable to address within the agreed SLA.

#### 5 Bid Submission

- 5.1 This is a two part tender namely: **Part-I: "Technical bid" and Part-II: "Price Bid". Part-I: Technical bid** consists of (however, see Annexure I):
  - (a) Detailed technical aspects, scope of work, commercial terms, escalation matrix, SLA, payment terms, completion time, validity of offer etc.
  - (b) Information / documents furnished by the bidders in support of meeting the prequalification criteria, other/general terms & conditions.
  - (c) Demand draft or Pay order towards EMD drawn in favour of "South Asian University" payable at New Delhi.
  - (d) Bid document duly signed by the bidder (on each page) along with filled up annexures.
- 5.2 **Part-II: Price bid** contains **p**rices for each of the activities mentioned in Annexure VIII and must be duly signed by the tenderer.

#### 5.3 Bids must be submitted in sealed cover as follows

One sealed cover (Envelope) containing technical bid as per clause 5.1 and Annexure I and clearly superscripting the cover as "Technical bid for 20 / 50 Mbps Internet connectivity Leased Line".

The 2<sup>nd</sup> sealed cover shall contain the price bid and clearly stating on the cover as "Price bid for 20 / 50 Mbps Internet connectivity Leased Line".

Above mentioned two envelopes are to be wrapped in another sealed cover and labelled as per Annexure XI.

#### NOTE:

- Any corrections in the bid document should be authenticated by the bidder by putting signature with stamp.
- The price bid enclosed by the bidder along with the technical bid instead of keeping it in a separate cover shall be out rightly rejected.

#### 5.4 Opening of tenders

- 5.4.1 All the tenders received up to the time and date of opening will only be considered for opening and tenders received late shall not be considered under any circumstances.
- 5.4.2 The technical bids shall be opened on the tender opening day in presence of the bidders, if present at the time and day of opening.

# 6 Earnest Money Deposit (EMD)

The bidder is required to deposit Earnest money deposit of Rs **20000** (Rupees twenty thousand only) by crossed demand draft or Pay order in favour of "South Asian University" payable at New Delhi along with Part-I (Technical bid) of the tender. No interest shall be paid on the amount of such deposit. The EMD shall be returned/ refunded to the unsuccessful bidders without any interest.

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#### EMD shall be forfeited if:

- (a) The bid is revoked during its validity period.
- (b) The bidder indulges himself in any undesirable practice or malpractice at any time, which would include the instance of a bidder after submission of tender and during the tender validity period resilient from his offer or modifies the terms and conditions thereof.
- (c) The prices are increased unilaterally during validity of offer by the bidder,
- (d) The successful bidder does not convey his written acceptance within a maximum period of 15 days of the order placed on them by the University.
- (e) The bidder withdraws or modifies his tender without consultation & approval of SAU, within 120 days from the date of opening or within the extended period of validity for any reason whatsoever.
- (f) The successful bidder fails to start the work within the reasonable period or fails to show reasonable progress in execution of the work / contract.

## 7 Evaluation of Bids

Technical bids of those bidders who satisfy pre qualification criteria of this tender will only only be opened. L1 (lowest bid) will be decided on overall L1 basis (as mentioned in price bid) Annexure VIII.

Unless otherwise stated in the price bid, it will be construed that the price quoted is inclusive of all taxes and duties. No claim in this regard will be entertained at a later stage.

The price quoted by the bidder should be final and no escalation shall be permitted during the contract period except for statutory levies enhanced or introduced subsequent to the date of submission of the price bid duly supported by documentary evidence.

If the cost of International Bandwidth is reduced during the period of contract, the benefit of the same shall be equally passed on to SAU.

# **8 Payment Terms**

#### 8.1 Price bids shall consist of:

#### (A) Band Width charges / or Annual Port Charges

20 / 50 Mbps of Internet Bandwidth (OFC) (1:1 uncompressed and unshared) from SAU to International Internet gateway of ISP.

#### (B) Local Loop charges

- a) One time installation & Configuration charges
- b) Annual rentals (Recurring charges)
- c) Any other charges (To be specified)
- **(C) Hardware/Software charges** SAU will not purchase any hardware /software and firm will have to provide all the required hardware/software on rent to make the leased line fully functional as per specification.

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SAU will not be responsible for any kind of damage of hardware / software mentioned above. All these items shall be in complete maintenance warranty of the successful bidder/ISP.

#### 8.2 Schedule of payment

Bandwidth charges are payable post quarterly after raising the bill by the successful ISP. For this ISP will raise the bills at-least fifteen days in advance before the end of the each quarter.

ISP will be responsible for making payments related to WPC and other clearance charges, if any. SAU will not pay any amount to WPC or any other agency directly for any purpose related to commissioning or rental of leased line.

## 9 Responsibilities of ISP

The ISP would be responsible for the following:

- (a) To provide 20 / 50 Mbps Internet connectivity (Leased Line) at SAU, Akbar Bhawan, Chanakyapuri, New Delhi on yearly rental basis.
- (b) Internet Router Port at ISP Gateway for required Bandwidth and required number of Public IP addresses.
- (c) Implementation of BGP with SAUs AS number and IRINN addresses. Primary link shall be a 100Mbps link from NKN. This 20 / 50 MBPS link shall be a backup link.
- (d) Installation, commissioning, configuring & maintenance of the link and hardware/software (Mux, Modems and Router etc. to make line fully functional at 20 Mbps.).
- (e) Maintenance support service (24 hours and 7 days a week) for Bandwidth and equipment.
- (f) ISP or authorised person from ISP will be required to sign Service Level Agreement.
- (g) Either party may terminate the contract after giving three month notice.
- (h) In case of the above parameters going out of specifications, SAU will be compensated adequately in respect of the extended time for the loss of hours in service. Also, if services are not found satisfactory, SAU reserves the right to terminate the services with one month notice.

# 10 Installation & Commissioning

10.1 The successful bidder should take all care to complete the awarded work within one month from the date of issuance of purchase order.

#### 10.2 **Delivery Period & Installation**

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

The services shall be deemed to commence on the actual date of link activation for internet traffic.

- 10.3 **Sub-contracting or sub-letting**: The bidder is prohibited from sub-contracting or sub-letting of the work to any other agency.
- 10.4 **Warranty**: The Bidder will be responsible for the comprehensive maintenance for the entire period during which services are provisioned at SAU. Warranty period will start after the acceptance of installation & testing of complete connectivity. Bidder will

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rectify or arrange temporary replacement of faulty hardware as and when needed – within 24 hours of being reported.

10.5 Cancellation/Termination of work order by SAU: In cases where the successful bidder 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, SAU reserves the right to cancel/terminate the contract by giving seven days notice at the cost and risk of the bidder.

# 11 Service Level Agreement

- a) 20 / 50 Mbps Internet bandwidth at all the time.
- b) Packet Losses: Less than 1 % (Average over 1000 ping) at any given point of time to any part of globe.
- c) Latency: Less than 350 ms from SAU to ISP's tier 1 peering point.
- d) Network Availability: More than 99.5 % per quarter.
- e) Reports for performance, monitoring /usage to be submitted by the ISP on weekly or monthly basis or as per requirement of SAU.
- f) The bidder will provide the facilities to measure the above parameters at the SAU in Akbar Bhavan, Chanakyapuri, New Delhi. The facility of measurement / monitoring of above parameters or graphical display will be provided by the bidder.

In case of the above parameters going out of specifications, SAU will be compensated adequately in respect of the extended time for the loss of hours in service. Also, if services are not found satisfactory, SAU reserves the right to cancel the contract4.

## 12 General Terms & Conditions

#### (A) Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and the SAU will in no case be responsible or liable for these costs, regardless of conduct or outcome of the bidding process.

#### (B) Bidding Document

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

The bid proposal must be properly indexed and bound. Any loose document submitted by bidders will be rejected. The *commercial* proposal must be in the prescribed format.

The Price bid will be considered only when it qualifies technically.

Quoting firms must put page number on every page of the bid. It is also required that page numbers of the documents attached should be mentioned against each item of the main bid.

Every bid document should be signed and stamped by authorized signatory.

The tenderer while sending their tender should enclose a copy of the conditions stipulated duly certified and attested by them in token of accepting the tender conditions that they understood and accepted them in full. Tenders received without the certified copy of the conditions are liable to be rejected summarily.

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#### (C) Bidder Details

Bidder should submit valid documentary proof of VAT/ Service Tax Registration Number as applicable and the details of income tax registration (PAN).

SAU reserves the right to verify/seek confirmation of all original documentary evidence submitted by bidders in support of above mentioned specification for eligibility criterion. In case any information furnished by the bidder is found to be false/incorrect at any stage, the bid shall be summarily rejected and no correspondence on the same shall be entertained.

#### (D) Clarification of Bidding Documents

A prospective Bidder requiring any clarification from the SAU may do so before submission of bids.

#### (E) Amendment of Bidding Documents

- **a**. At any time prior to the deadline for submission of bids, the SAU may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective Bidder, modify, change, incorporate or delete certain conditions in the bidding document.
- **b**. All prospective Bidders who have received the bidding documents will be notified of the amendment in writing, and the same will be binding on them.
- **c**. In order to allow prospective Bidders reasonable time to take into consideration the amendments while preparing their bids the SAU, at its discretion, may extend the deadline for the submission of bids.

#### (F) Preparation of Bids

- **a**. Language of Bid: The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the SAU shall be in English only.
  - **b**. Bid Currency: Prices shall be quoted in Indian Rupees only.

#### (G) Period of Validity Of Bids

- **a.** Bids shall be valid for 120 days from the date of bid opening. A bid valid for a shorter period shall be rejected by the SAU as non -responsive.
- **b.** In exceptional circumstances, the SAU may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.
- **c.** Bid evaluation will be passed on the bid prices without taking into consideration the above changes.

#### (H) Deadline for Submission of Bids

- **a.** Bids must be received by the SAU at the specified address, not later than the time and date specified in the Invitation for Bids / Tender Notice. In the event of the specified date for the submission of Bids being declared as a holiday for the SAU, the bids will be received up to the appointed time on the next working day.
- **b.** The SAU may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of The SAU and Bidders subject to the deadline will thereafter be subject to the deadline as extended.
- **c.** Any bid received by the SAU after the deadline for submission of bids prescribed by the SAU will be rejected and/or returned unopened to the Bidder.

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#### (I) Withdrawal of Bids

- **a.** The Bidder may withdraw their bid after the submission, provided that the SAU receives written notice of the withdrawal, prior to the deadline prescribed for submission of bids.
- **b.** In case the Bidder wants to withdraw, the Bidder's withdrawal notice should be prepared, sealed, marked and dispatched to the SAU in original.
- **c.** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified in the Bid document. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of bid security.

## (J) Bid Opening

- a. The tenders will be opened as per schedule mentioned in Section 1.
- **b.** Bids will be opened in the presence of Bidders or their representatives, who chose to attend on the specified date and time.

#### (K) Clarification of Bids

During evaluation of bids, the SAU may at it's discretion, ask the Bidder for clarification of it's bid .

#### (L) Contacting the SAU

- **a.** No Bidder shall contact the SAU on any matter relating to its bid, from time of opening to the time the contract is awarded. If Bidder wishes to bring additional information to the notice of the SAU, he should do so in writing. The SAU reserves the right as to whether such additional information should be considered or otherwise.
- **b.** Any effort by a Bidder to influence the SAU in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his bid security.

#### (M) Award Of Work

**a.** The SAU will award the work to the Successful bidder, whose bid has been determined as the lowest evaluated bid. The Successful Bidder will be notified in writing & The Bidder will confirm the same in writing.

The decision taken by the SAU in the process of Tender evaluation will be full and final and binding on all the bidders.

- **b.** The SAU is not bound to accept the lowest or any tender or to assign any reason for non-acceptance. The SAU reserves the right to accept the tender either in full or in part. Conditional tenders will be rejected outright.
- **c.** The SAU reserves the right to summarily reject an offer received from any agency on national security considerations, without any intimation to the bidder.
- **d.** The SAU reserves the right to place an order for the full or part quotations under any items of work mentioned in the scope of work.

#### (N) Corrupt or Fraudulent Practices

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The SAU requires that the Bidders under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SAU

- a. Defines for the purposes of this provision, in the terms set forth as follows:
  - Corrupt practice means the offering, giving, receiving or soliciting of any thing
    of value to influence the action of any SAU official in the procurement
    process or in contract execution; and
  - Fraudulent practice means a misrepresentation of facts in order to influence
    a procurement process or an execution of a contract to the detriment of the
    SAU and includes collusive practice among Bidders (prior to or after bid
    submission) designed to establish bid prices at artificial non-competitive
    levels and to deprive the SAU of the benefits of the free and open
    competition.
- **b.** Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- **c.** Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.
- **d.** The past performance of the Bidder will be crosschecked if necessary. If the facts prove the same to be dubious, the Bidders tender will be ineligible for further processing.

#### (O)Interpretation of the Clauses in the Tender Document / Contract Document

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, the SAU's interpretation of the clauses shall be final and binding on all parties.

#### (P) Payment Schedule

The payment will be made on post quarterly basis. No advance payment shall ordinarily be made. If *any* advance payment is desired, the successful bidder shall cover it with a Bank Guarantee of like amount valid for up to 60 days beyond the date of expiry of the service engagement obligations of the successful bidder. This is in addition to any prescribed performance security or EMD.

#### (Q) Performance Security

After the award of work, the supplier shall be required to submit the performance security in the form of DD/Banker's cheque/bank guarantee issued by any Nationalized Bank/or Fixed Deposit Receipt, for an amount equal to 10% of order value, should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

### (R) Delay in the Bidder's performance

If the supplier fails to deliver any or all of the goods or complete the installation within the period specified in the purchase order, SAU shall without prejudice to its other remedies, deduct as liquidated damage 0.5% of the price of the delayed goods for every week or part thereof subject to a maximum of 10% of the order value. The amount towards Liquidated Damage would be recovered while making the initial payment itself.

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Undue delay by the Bidder in the performance of it's contract obligations shall also render the Bidder liable to any or all of the following sanctions:

- i) Forfeiture of its security deposit.
- ii) Termination of the Contract for default.

#### (S) Penalty Clause

In case of non-supply of goods after the acceptance of purchase order, Earnest Money Deposit and Performance Bank Guarantee will be forfeited of the defaulting bidder and the supply order shall be placed with the next bidder who has quoted the next lowest rates at the risk and cost of the defaulting bidder and difference, if any, between the total cost of the materials shall be chargeable to the defaulting bidder. In case the defaulting bidder fails to pay the differential cost, legal action shall be taken against the defaulting bidder.

## (T) Resolution of Disputes

The matter regarding any dispute shall be referred for arbitration to any Officer appointed by the President SAU, whose decision shall be binding and final.

#### (U) Taxes and Duties

The University is exempt from paying CST, excise duty and service tax. Wherever necessary, certificates to that effect will be provided.

#### (V) Binding Clause

All decisions taken by the SAU regarding the processing of this tender and award of contract shall be final and binding on all concerned parties.

## (W) Copyright

The Successful Bidder will hand over all the code, graphics, templates, etc., developed or used in connection with the execution of this work, to the South Asian University for the purpose of copyright and intellectual ownership.

#### (X) The SAU reserves the right:

To verify, modify, revise, amend or change any of the terms and conditions mentioned above or to reject any or all the tender/s without assigning any reason whatsoever thereof or may terminate the tender process midway without assigning any reason.

#### 13 Annexure I: Bid Contents

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Bids shall be submitted in the following **two sealed envelopes** which should in-turn be sealed into one big envelope. The submission cover envelope shall have the label as given in Annexure XI.

**ENVELOPE 1:** Label the envelope as "<u>Technical Bid for 20 Mbps Internet connectivity Leased Line"</u> and enclose the following:

- 1. Earnest Money Deposit of Rs. 20,000/- (Rupees Twenty Thousand Only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks (see Annexure IX).
- 2. All pages of the Bid Documents shall be numbered & bound properly. The first page shall be the table of contents (format as given below) and the last page shall be the Page Numbering Certificate (format as per Annexure II).

The first page of the set of documents to be enclosed in the "Technical Bid" envelope shall be a Table of Contents as given below and shall be enclosed as page – 01.

#### TABLE OF CONTENTS

SI.	Description	Page
No.		No.
1.	Bid Proposal (as per Annexure III)	
2.	Company Profile (as per Annexure V and supporting documents)	
3.	Proof of turnover (as per Annexure VII)	
4.	Copy of valid Category "A" ISP license from Govt. of India	
5.	Certificate regarding direct / toll free number to register complaints round the clock (24x7) & Maintenance support service (24 hours and 7 days a week)	
6.	Experience as required by eligibility criteria (as per Annexure VI and supporting documents)	
7.	Technical specifications index (as per Annexure IV) along with supporting documents	
8.	Detailed technical aspects, scope of work, escalation matrix, SLA, completion time, validity of offer, etc.	
9.	**** Any other relevant documentation ***	
10.	Certificate regarding page numbering (as per Annexure II which shall be the last page)	

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**ENVELOPE 2:** Label the envelope as "Price Bid for 20 / 50 Mbps Internet connectivity Leased Line" and enclose the following:

The financial quote, which **must be** in the format specified in Annexure VIII. **All admissible taxes, duties and levies etc. must be indicated separately.** 

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# 14 Annexure II : Page Numbering Certificate

(Format for certificate of page numbering &To be enclosed as **last page** of technical bid in Envelope 2 as mentioned in Annexure I)

	<u>CERTIFICATE</u>	
	Certified that this bid document is carryingpages (in vords) and each page is numbered.	1
Date:	Sig. of the tenderer & With seal	

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# 15 Annexure III: Bid Proposal

## Tenderer's Proposal Reference No. & Date:

Tenderer's Name & Address:
Person to be contacted:
Designation:
Telephone No.:
Fax No.:

To

E-Mail Id:

The Registrar
South Asian University
Akbar Bhavan, Chanakyapuri
New Delhi 110021

Subject: Provisioning of internet leased line at SAU

Sir.

We, the undersigned Tenderers, having read and examined in detail the specifications and scope of the work as specified in the bidding documents in respect of **Provisioning of internet leased line at SAU**, do hereby propose to provide the solution as per requirement in the bidding document.

#### PRICE AND VALIDITY

All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 120 calendar days from the last date of submission of bids.

#### **EARNEST MONEY**

We have enclosed the required earnest money as per details below:

\_\_\_\_\_

#### **DEVIATIONS**

We declare that all the services shall be performed strictly in accordance with the Technical specifications mentioned in the Tender document. No Technical deviation will be acceptable and any technical deviation is liable to the rejection of tender.

#### **BID PRICING**

We further declare that the prices stated in our proposal are in accordance with your Terms & Conditions in the bidding document. We further understand that the quantities as specified in this

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Tender may increase or decrease at the time of award of work as per the requirements of the University.

#### **QUALIFYING DATA**

We confirm that we satisfy the qualifying criteria and have attached the requisite documents as documentary proofs. In case you require any further information/documentary proof in this regard during evaluation of our bid, we agree to furnish the same in time to your satisfaction.

We hereby certify that we have not been black listed by any Gol/Academic/International organisations.

We confirm that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of the services as required under this tender.

#### CONTRACT PERFORMANCE SECURITY

We hereby declare that in case the contract is awarded to us, we shall submit the performance Guarantee for the amount of 10% of the total order value excluding taxes.

We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief. We undertake that the documents submitted are genuine/authentic and nothing material has been concealed there from and that we are not debarred by any Government organization and are competent to have the contract. We understand that the contract is liable to be cancelled, if found to be having obtained, through fraudulent means/concealment of information.

Thanking you,	
	Yours faithfully,
	(Authorized Signatory)
Date:	Name:
Place:	Designation:
Business Address:	Seal

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# 16 Annexure IV: Technical specifications index

Sr.	Technical Specification for Internet	Page No of Proof Document
110	Leased Line Connection	Document
1.	The Internet connectivity leased line should have fully dedicated (1:1), unshared & High Quality 20 / 50 Mbps symmetric bandwidth without any compression factor through Optical Fiber cable.	
2.	The bidder should furnish a detailed network/ schematics diagram of total solution proposed showing connectivity from ISPs gateway Terminal Point to required location at SAU, Akbar Bhawan, Chanakyapuri, New Delhi.	
3.	The connectivity from the POPs of service providers to SAU, Akbar Bhawan, Chanakyapuri, New Delhi, premises shall be through Optical Fiber Media.	
4.	All the equipments supplied by the bidder should be capable of handing higher bandwidth in case upgradation is required later.	
5.	Any Software and Hardware required for establishing/monitoring the purchased bandwidth will be provided by bidder to make leased line fully functional.	
6.	Service provider has to provide facility at SAU, to monitor the SLA (Service level Agreement) parameters (as per Section 11) and log the Trouble tickets on line. SAU should also be able to obtain standard reports on the ILL links' Bandwidth Utilization (in Mbps, in frames/sec), Errors (frames/sec), Discards (frames/sec), Bandwidth availability, Packet loss (in %), Latency of links, etc. through any network monitoring tool / web browser provided by service provider.	

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# 17 Annexure V: Company Profile

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Bidder company details (use the following format):

S.No.	ltem	Details	Page No. of the Proof Document
1.	Name, Designation and Contact Details of the Person Authorized to Make Commitments to the University		
2.	Company Registration No. (Copy of the Registration Certificate to be attached)		
3.	PAN No. (Copy of the Certificate to be attached)		
4.	GST No. (Copy of the Certificate to be attached)		

I hereby certify that the informat	on furnished above is full at	and correct to the I	pest of my	knowledge
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Signature (Name and Designation)

Official Stamp

Date:

Signature of Bidder Page 19 of 27

# 18 Annexure VI: Experience

Customer* (Name, Address, Contact person, Tel No. and/or Mobile No.)	Calendar Month & Year of Work Order (MMM, YYYY)	Value of Order (INR)	Page No. of the Proof Document
	Contact person, Tel No. and/or	Contact person, Tel No. and/or Year of Work Order	Contact person, Tel No. and/or Year of Work Order (INR)

<sup>\*</sup>Limit references to the period of last three years (to be counted from the last date of submission of bids). The bidder is required to provide details of 20 Mbps (or more) Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared) provisioned or running for at least five clients in the above format with necessary supporting documents.

Signature (Name and Designation)

Official Stamp

Date:

Signature of Bidder Page 20 of 27

# 19 Annexure VII: Turnover, Net Worth and Net Profit Certificate

(TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANT ON THEIR LETTER HEAD)

То			
The Registrar South Asian U Akbar Bhavar New Delhi 110	Iniversity ı, Chanakyapuri		
Dear Sir,			
Subject	Turnover, Net Worth and Net I no. ICT/RFP/1604201902 iss		
are in the bus March of the l	fy that M/s iness of ast Financial Year). Their turnov ceeding 03 (three ) years are as	for completed years (der, net worth and net profit in e	
Financial Year	Total Turnover (in INR)	Net Profit (in INR)	
2018 – 19			
2017 – 18			
2016 – 17			
Three Year Average			
It is further ce	rtified that:		
	Turnover is in line with the Turnounder PAN No:w		their Income Tax
	tation of net profit is based on m true and correct to the best of r action.		
Place : Date :		Name: Signature: SEAL	
M No.:		- <del>-</del> <del>-</del> -	

Signature of Bidder Page 21 of 27

## 20 Annexure VIII: Price Bid Format

TENDER DOCUMENT FOR 20 / 50 Mbps Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared) for SAU

(This shall be detached and submitted as PRICE BID)

SI No	No. of links / Speed	Unit Rate per year (INR) – Excluding taxes
1.	Recurring Charges  (a) *Bandwidth Charges for One no. 20 Mbps Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared) at SAU to ISP gateway  (b) *Bandwidth Charges for One no. 50 Mbps Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared) at SAU to ISP gateway  (c) Hardware/Software rental  (d)	
2.	One time installation & Configuration charges (a) (b) (c)	
3.	Any other charges (To be specified) (if any) (a) (b) (c)	
4.	Over All Total in Figures (1+2+3)	
5.	Over All Total in Words (1+2+3)	
*Only	y one of 20 or 50 MRDS handwidth charges will be used for eval	uation and procurement

#### \*Only one of 20 or 50 MBPS bandwidth charges will be used for evaluation and procurement

#### Note:

- i. Order shall be placed on the party who quotes Over All lowest rate.
- ii. The University may, at its discretion, place an order for multiples of 20 / 50 Mbps bandwidth.
- iii. In case of confusion in words and figures in bid, price quoted in words will prevail.

Tax Description	Tax percentage (%)	S.Nos. Above to which the tax is applicable	Amount (INR)

Prices are FOR South Asian University, Akbar Bhawan, Chanakyapuri, New Delhi - 110021

#### **DECLARATION**

• This is certified that the rates quoted above are not more than the rates charged from any other University/Institution/Department/Organization, etc.

Signature of Bidder Page 22 of 27

<ul> <li>We have gone through the terms &amp; conditions si abide by the same.</li> </ul>	tipulated in the tender document and confirm to
<ul> <li>No other charges would be payable by the University</li> </ul>	ersity.
SIGNATURE OF AUTHORIZED PERSON WITH SEAL	
Signature of the authorized representative of the bidder	
Name:	
Designation:	
Date:	Seal

Signature of Bidder Page 23 of 27

# 21 Annexure IX: Bank Guarantee For EMD

Signature of Bidder

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

То,	
South Asian University	
Akbar Bhavan, Chanakyapuri	
New Delhi-110021	
Dear Sirs,	
In accordance with your Equiry No	
	_ having their registered / Head Office at
(hereinafter called	d the Bidder) wish participate in the said Bid for
the job "	"·
As an irrevocable Bank Guarantee against Earnest M	loney Deposit for Rs (Rupees
) valid upto	is required to be submitted by the
bidder as a condition precedent for participation in the	ne said Bid, which amount is liable to be forfeited
on the happening of any contingencies mentioned in	the Bid Documents.
We, (Name of the bank)	having our head office at
and local office at	guarantee
and undertake to pay immediately on demand by Sou	
New Delhi 110021 (hereinafter called SAU),	
) without any reservation,	
made by SAU, shall be conclusive and binding on us i	rrespective of any dispute or difference raised by
the Bidder.	
This bank guarantee shall be irrevocable and shall ren	nain valid up to
If any further extension of this guarantee is require	ed, the same shall be extended to such required
period on receiving instructions from SAU on whose	behalf this guarantee is issued. Not withstanding
anything contained herein above, our liability u	_
unless a demand or claim under t	
expiry, i.e., all your rights under the	
relieved and discharged from all liabilities here under	•
	(Signature of Bank Authorities)
	NAME:
	(Designation with Bank stamp)

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# 22 Annexure X : Performance Bank Guarantee

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

1.	In consideration of South Asian University, New Delhi [hereinafter referred to as SAU, which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/S [hereinafter
	referred to as 'supplier / contractor' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with SAU a sum of Rs towards security / performance guarantee in lieu of the said supplier / contractor having agreed to furnish a bank guarantee for the said sum of Rs as required under the Terms & Conditions of contract / work order / purchase order no dated [hereinafter referred to as the order] placed by SAU on the said supplier / contractor. We, (Name of the Bank) (hereinafter referred to as 'the
	bank' which expression shall include its successors and assigns] do hereby undertake to pay SAU an amount not exceeding Rs (Rupees) on the demand made by SAU on us due to a breach committed by the said supplier /
	contractor of the Terms & Conditions of the order.
2.	We, the Bank do hereby undertake to pay the amounts due & payable under this Guarantee without any demur, merely on demand from the SAU stating that the amount claimed as due by way of loss or damage caused to or would be caused to or suffered by the SAU New Delhi, by reason of breach by the said Contractor (s) of any Terms & Conditions contained in the said Agreement or by reason of the Contractor (s) failure to perform the said Agreement. Any such demand made on the Bank under this guarantee, the decision of the SAU in this count shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rupees).
3.	We, the Bank undertake to pay to SAU, any money so demanded not withstanding any dispute or disputes raised by the Contractor (s) in any suit or proceedings pending before any court or tribunal relating there to our liability for payment there under and the Contractor (s) shall have no claim against us for making such payment.
4.	We, the Bank further agree that the Performance Bank Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the SAU under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Registrar of SAU, New Delhi certifies that the terms & conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharged the Guarantee. Unless a demand or claim under the Guarantee is made on the Bank in writing on or before, the Bank shall be discharged from
	the all liability under the Guarantee thereafter.
5.	We, the Bank further agree with the SAU, that the SAU shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of

Signature of Bidder Page 25 of 27

the Terms and Conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time to postpone for any time or from time to time any of the powers exercisable by the SAU against the said Contractor(s) and to forbear or enforce any of the Terms & Conditions relating to the said Agreement and the Bank shall not be relieved from its liability by reason of any such variation, or extension being granted to the said Contactor(s), or any forbearance, act or omission on the part of SAU, or any indulgence by the SAU to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for the provision have effect of so reliving the Bank.

- 6. This guarantee will not be discharged due to change in the constitution of the Bank or the Contractor(s) supplied.
- 7. We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the SAU in writing.

8.	Notwithstanding anything contained hereinabove the liability of the Bank in respect of this										
	Guarantee is restricted to Rsremain in force till					(Rupees			) and it will		
							Unl	less a de	mand or claim under this		
	guarantee	is made	on	the	Bank	in	writing	within	three	months	from
			w	e shall	be disch	narge	d from all	liability u	ınder thi	s guarante	e.
	s Guarantee i									dat	ed the
Foi		· ·					 he Name (	of the Bai	nk).		

Signature of Bidder Page 26 of 27

# 23 Annexure XI: Submission Cover

PLEASE PASTE THIS SLIP ON YOUR ENVELOPE

PROPOSAL FOR PROVISIONING INTERNET LEASED LINE AT THE SOUTH ASIAN UNIVERSITY
RFP No. ICT/RFP/1604201902
Due Date:
To,
The Registrar
South Asian University
Akbar Bhavan, Chanakyapuri
New Delhi 110 021
From :
Mobile:
Email:

Signature of Bidder Page 27 of 27