



INVITATION OF TENDERS
FOR
INTERNET LEASED LINE
AT
SOUTH ASIAN UNIVERSITY
(MaidanGarhi, New Delhi 110 068)

Tender No. ICT/RFP/0706202201

THROUGH GOVERNMENT E-MARKETPLACE (GEM)

Buyer ATC Document

South Asian University
(a University established by SAARC nations)

www.sau.int

Phones: +91 11 24195000 / +91 11 24122512

Contents

1 Introduction.....	4
2 Scope of Work & Engagement Period.....	4
3 Pre Qualification Criteria.....	4
4 Specific Conditions.....	4
5 Bid Submission.....	5
6 Earnest Money Deposit (EMD).....	5
7 Price Schedule.....	5
8 Schedule of Payment.....	6
9 Responsibilities of ISP.....	6
10 Installation & Commissioning.....	6
11 Service Level Agreement.....	6
12 Other Terms & Conditions.....	7
13 Annexures.....	9
13.1 Eligibility Requirements.....	9
13.2 Technical specifications index.....	10
13.3 Company Profile.....	11
13.4 Experience.....	12
13.5 Form of Bid-Securing Declaration.....	13

TENDER NOTICE

Tender No. ICT/RFP/0706202201

Date: 10 June 2022

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.

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 Internet Connectivity Leased Line (OFC) (1:1) uncompressed & unshared with last mile on ring fiber:

Description	EMD (in INR)	Last Date & Time for submission of tenders	Date & Time for opening of Technical Bids	Validity of offer
One 200 Mbps Symmetric Internet Connectivity Leased Line (OFC) (1:1 Uncompressed and unshared) at South Asian University, Maidangarhi, New Delhi 110068	Submit bid securing declaration as per format in Annexure	27 June 2022 Up to 3.00PM	27 June 2022 at 3.30PM	60 days from bid submission deadline

1 Introduction

SAU has a plan to install 200 Mbps symmetric Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared) to be installed at South Asian University (SAU) campus located in Maidangarhi, New Delhi 110 068 on rental basis with last mile on a fault tolerant fiber ring.

2 Scope of Work & Engagement Period

To provide 200 Mbps Internet leased line symmetric connectivity on uncompressed, unshared leased line (OFC) (1:1) at SAU on rental basis with last mile on a fault tolerant fiber ring. This includes installation, commissioning, testing & upkeep of the complete link for **two years** and can be extended by **three more years** on same terms and conditions. The engagement period may be extended one year at a time, on the basis of need and satisfactory performance, up to a maximum of **five years** in total. Initial engagement will be for two years 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 200 Mbps.

3 Pre Qualification Criteria

MANDATORY – Tenderers not meeting these criteria will not be considered

Attach all required Annexures as given in Clause 13 herein

- 3.1 The bidder should have a valid Category “A” ISP license from Govt. of India (Attach a copy of license).
- 3.2 The bidder should have a valid NLD License from Govt. of India (Attach a copy of license).
- 3.3 The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
- 3.4 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)
- 3.5 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 (200 Mbps or higher ILL) for at least five clients (provide information as per Annexure).
- 3.6 The bidder should have valid ISO 27001 certification.

4 Specific Conditions

- 4.1 In case of any conflict between pre-defined / GeM inserted clauses and SAU specified terms & conditions as mentioned in the buyer ATC (this document), the latter shall prevail.

- 4.2 A list of existing local enterprise customers of Internet Bandwidth (200 Mbps or more) should be provided along with feedback.
- 4.3 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.
- 4.4 Liaisoning (if required) with other firm/agency for obtaining point to point connectivity between ISP node and SAU shall be the responsibility of quoting firm.
- 4.5 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.**
- 4.6 The initial engagement shall be for a period of two years and subject to renewal on satisfactory service. The service shall be automatically deemed to be discontinued after the initial engagement period of two years 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

Bids must be submitted online via GeM portal.

6 Earnest Money Deposit (EMD)

There is no bid security or EMD but bidder has to give Bid Security Declaration as per format specified in the Annexure.

7 Price Schedule

(A) Band Width charges / or Annual Port Charges

200 Mbps of Internet Bandwidth (OFC) (1:1 uncompressed and unshared) from SAU to International Internet gateway of ISP with last mile on a fault tolerant fiber ring.

(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 selected bidder will have to provide all the required hardware/software on rent to make the leased line network fully functional as per specification.

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 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 200 Mbps Internet connectivity (Leased Line) at SAU, Maidangarhi, New Delhi on yearly rental basis with last mile on a fault tolerant fiber ring.
- (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.
- (d) Supply, installation, commissioning, configuring & maintenance of the link and all associated hardware/software (Mux, Modems, Router etc.) needed to make the line fully functional.
- (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 four weeks from the date of issuance of purchase order.

10.2 Delivery Period, Installation & Acceptance of Link

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. Acceptance of link shall be communicated upon monitoring for at least five days post link activation. To facilitate acceptance, the complete data must be provided as per Clause 11 of the tender.

10.3 **Sub-contracting or sub-letting:** The bidder is prohibited from sub-contracting or sub-letting of the work to any other agency for providing internet leased line services to SAU.

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 rectify or arrange temporary replacement of faulty hardware as and when needed – within the timelines of the applicable Service Level Agreement.

11 Service Level Agreement

- a) 200 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 280 ms from SAU to ISP's tier 1 peering point.
- d) Network Availability: More than 99.5 % per quarter. Penalty for not meeting the SLA uptime shall not be applicable in certain unavoidable circumstances and shall be decided on a case by case basis.
- e) The quarterly¹ average mean time to repair (a) for total disruption in service shall be four hours; and (b) for any other complaint/query shall be 24 hours.
- f) Reports for performance, monitoring / usage to be submitted by the ISP on weekly or monthly basis or as per requirement of SAU.
- g) The bidder will provide the facilities to measure the above parameters at the SAU campus in Maidangarhi, 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 contract.

12 Other Terms & Conditions

(A) Rules & Regulations

The bidder is bound to observe all the laws, rules, regulations, policies, procedures and guidelines of the Government of India as in force from time to time. 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. Service Provider will be responsible for making all the payments towards the local loop charges/rentals, etc.

(B) 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.

One time charges will be paid fully along with the first quarterly recurring payment.

(C) 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 3% 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.

(D) 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/services 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.

¹ One quarter in a year

Undue delay by the Bidder in the performance of its 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.

(E) 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.

(F) 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.

(G) Taxes

The South Asian University is an International Organization declared by the Central Government in pursuance of Section 3 of the United Nations (Privileges and Immunities) Act, 1947 (46 of 1947) and is therefore entitled to claim refund of Goods and Services Tax (GST) paid on the procurement of Goods and/ or Services. Therefore, any invoice raised should be in conformity with the various provisions of respective GST Acts and mention UIN no: 0717UNO00175UNQ in all invoices raised on SAU. The selected bidder shall file GST returns in a timely manner so that the GST reimbursement claims of SAU are not dishonoured. If this happens, the amount will be deducted from the dues of the selected service provider.

(H) 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 Annexures

13.1 Eligibility Requirements

S.No.	Requirement	Page No of Proof Document
1.	The bidder should be have a valid Category "A" ISP license from Govt. of India (Attach a copy of license).	
2.	The bidder should be have a valid NLD License from Govt. of India (Attach a copy of license).	
3.	The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.	
4.	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)	
5.	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 (200 Mbps or higher ILL) for at least five clients (provide information as per Annexure 13.4).	
6.	The bidder should have valid ISO 27001 certification (Attach a copy of the certificate).	

13.2 Technical specifications index

Sr. no	Technical Specification for Internet Leased Line Connection	Page No of Proof Document
1.	The Internet connectivity leased line should have fully dedicated (1:1), unshared & High Quality 200 Mbps symmetric bandwidth without any compression factor on a ring of 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, Maidangarhi, New Delhi.	
3.	The connectivity from the POPs of service providers to SAU, Maidangarhi, New Delhi, premises shall be through Optical Fiber Media.	
4.	Any Software and Hardware (router, MUX, CPE, rack, etc.) required for establishing/monitoring the purchased bandwidth will be supplied, installed and managed by the bidder to make the network fully functional.	
5.	Service provider has to provide facility at SAU, to monitor the SLA (Service level Agreement) parameters (as per Clause 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.	

13.3 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.	Item	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 information furnished above is full and correct to the best of my knowledge.

Signature (Name and Designation)

Official Stamp

Date:

13.4 Experience

S. No.	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

*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 200 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:

13.5 Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated]

Date: *[insert date (as day, month and year) of Bid Submission]*

Bid No.: *[insert identification number of Bid]*

To: *[insert complete name of Contracting Authority]*

We, the undersigned, declare that:

We understand that, according to your bid inviting conditions, proposals must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the South Asian University for a period of time of **3 years** starting on the last date of submission of this bid, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn/modified/amended, impaired or derogated from the tender, our Bid during the period of bid validity as specified in the abovementioned Bid;
- (b) having been notified of the acceptance of our proposal by SAU during the period of applicable bid validity mentioned in the aforementioned Bid, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the specified Performance Security upon completion of the RFP process consequent upon being shortlisted by an EOI process

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid- Securing Declaration Form]*

Name: *[insert complete name of person signing the Bid-Securing Declaration Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____ month, _____ year *[insert date of signing]*