

**DR. A. P. J. ABDUL KALAM COMPUTER CENTRE  
PANJAB UNIVERSITY, CHANDIGARH.  
(PHONE Nos. 0172-2534077)**



**TENDER DOCUMENT FOR PURCHASE OF  
INTERNET BANDWIDTH**

**TENDER NOTICE NO. : CC/PU/Bandwidth/2016**

**LAST DATE FOR RECEIPT OF TENDER : 17-11-2016 by 3.00 PM**

**DATE & TIME OF OPENING : 17-11-2016 by 3:30 PM.**

**PRICE RS. 1,000/-** (In the form of Demand Draft in favour of The Registrar, Panjab University)

## Important Dates

S No	Description	Schedule
1	Date of uploading of Tender Document on Panjab University's official website	Tender Documents can be downloaded from the Panjab University's official website <a href="http://tenders.puchd.ac.in/">http://tenders.puchd.ac.in/</a> starting 10:00 hrs Tuesday, October 25, 2016. The Tender Document cost needs to be deposited along with the Proposal as directed in this document.
2	Pre bid conference with OEMs	At 10:00 hrs on Friday, November 04, 2016 at Dr. A. P. J. Abdul Kalam Computer Centre, Panjab University, Sector 14, Chandigarh. Minutes of this conference shall be uploaded to the Panjab University website thereafter.
4	Last date of submission of Bid	At 15:00 hrs on Thursday, November 17, 2016 at Dr. A. P. J. Abdul Kalam Computer Centre, Panjab University, Sector 14, Chandigarh.
5	Date of opening of the Technical Bids	At 15:30 hrs on Thursday, November 17, 2016 at Dr. A. P. J. Abdul Kalam Computer Centre, Panjab University, Sector 14, Chandigarh.
6	Date of opening of the Commercial Bids	To be announced during the opening of Technical Bids.

## Table of Contents

SNo	Particulars	Page
<b>1</b>	<b>INVITATION TO BID</b>	<b>5</b>
<b>2</b>	<b>INSTRUCTIONS TO BIDDERS</b>	<b>6</b>
2.1	Cost of the Tender Document	6
2.2	Schedule of the Request for Proposal	6
2.3	Procedure for Submission of Bids	7
2.4	Costs Incurred with Bidding	9
2.5	Clarification of the Tender Document	9
2.6	Amendment in the Tender Document	10
2.7	Language of Bids	10
2.8	Bid Currency	10
2.9	Validity	10
2.10	Modifications & Withdrawal	10
<b>3</b>	<b>TERMS &amp; CONDITIONS OF THE REQUEST FOR PROPOSAL</b>	<b>11</b>
3.1	General Eligibility Criteria	11
3.2	Technical Eligibility Criteria	11
3.3	Commercial Eligibility Criteria	12
3.4	General Conditions	12
3.5	Purchaser's Right to Reject Any/All Bids	13
3.6	Bid Rejection Criteria	14
3.7	Bid Evaluation Process	14
3.8	Responsibilities of the Bidder(s)	14
3.9	Responsibilities of the University	15
3.10	Schedule of Payment	15
3.11	Time Schedule	15
3.12	Earnest Money	15
3.13	Rates	16
3.14	Penalties	16
3.15	Taxes and Duties	16
3.16	Performance Guarantee	16
3.17	Insurance	16
3.18	Indemnity	16
3.19	Confidentiality	17
3.20	Conflict of Interest	17
3.21	Trainings	17
3.22	Force Majeure During the Pendency	17
3.23	Other Conditions	18
3.24	Arbitration	18
3.25	Applicable Laws & Jurisdiction of Courts	18

<b>SNo</b>	<b>Particulars</b>	<b>Page</b>
<b>4</b>	<b>DETAILED SPECIFICATIONS &amp; DELIVERABLES</b>	<b>19</b>
<b>5</b>	<b>BID PROPOSAL PROFORMA</b>	<b>22</b>
5.1	Bid Covering Letter	22
5.2	Proforma Technical Bid	24
5.3	Deviations from Detailed Technical Specifications	25
5.4	Deviations from the Terms and Conditions	26
5.5	Proforma Manufacturer's / Developer's Authorization	27
5.6	Bill of Material cum Compliance Sheet	28
5.7	Proforma Commercial Bid	29

# Invitation to Bid

No: \_\_\_\_\_

Dated: \_\_\_\_\_

REGISTERED POST

To:

-----  
-----  
-----  
-----

Dear Sirs,

The university proposes to PURCHASE OF INTERNET BANDWIDTH for Dr. A. P. J. Abdul Kalam Computer Centre, Panjab University. The Panjab University is looking for vendors who have experience in providing above type of services.

Bidders are advised to study the Tender Document carefully. Submission of Proposal shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.

Sealed offers prepared in accordance with the procedures enumerated in "INSTRUCTIONS TO BIDDERS" should be submitted to the Director, Dr. A. P. J. Abdul Kalam Computer Centre, Panjab University, Chandigarh not later than the date and time laid down. The bids shall be opened in the presence of those Bidders who may wish to be present as per the "Schedule of Tender".

The Panjab University shall not be responsible for any postal delay about non-receipt / non-delivery of the documents.

This Request for Proposal Document is not transferable; however, OEMs are free to quote through their authorized distributors or system integrators.

Yours Faithfully,

Director,

Dr. A. P. J. Abdul Kalam Computer Centre

Panjab University

## Instructions to Bidders

The Bidder is expected to have read and examined all the instructions, forms, terms and specifications in the Tender Document with full understanding of its implications. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect will be at the Bidder's risk and may result in outright rejection of the bid.

### 2.1 COST OF THE Tender DOCUMENT

The Bidder shall deposit Rs. 1,000/- (Rupees One Thousand Only) being the cost of the Tender Document.

It can be done by way of a Demand Draft of Rs. 1,000 favouring The Registrar, Panjab University, Chandigarh.

Payments made through any other mode will not be accepted.

It is an absolute must that the cost of Request for Proposal Document is paid as directed; otherwise the offer shall stand summarily rejected and no correspondence in this matter shall be entertained.

### 2.2 SCHEDULE OF REQUEST FOR PROPOSAL

2.2.1 Tender Documents can be downloaded from the University website <http://tenders.puchd.ac.in> starting 10:00 AM on Tuesday, October 25, 2016. The Tender Document cost needs to be paid along with the bid.

2.2.2 A pre bid conference with the prospective OEMs/ Bidders is scheduled to be held at 10:00 AM on Friday, November 04, 2016. The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised up to that stage related with the detailed technical specifications. Up to a maximum of 2 (two) representatives of each prospective OEM/ Bidder will be permitted to attend it.

The address for the above activity (2.2.2) is:

**Dr. A. P. J. Abdul Kalam Computer Centre,  
Panjab University  
Sector-14  
Chandigarh**

2.2.3 The sealed bids will be accepted till 15:00 hrs on Thursday, November 17, 2016. Panjab University may at its sole discretion extend the bid submission date. The modified target date & time will be notified on the website of the University.

2.2.4 The Technical Bids will be opened at 15:30 hrs on Thursday, November 17, 2016. The Bidder(s) or their authorized representatives may be present if they so desire.

- 2.2.5 The Commercial Bids of only technically qualified Bidder(s) will be opened at a date announced by the Panjab University on its website. The Bidder(s) who have been declared eligible after evaluation of the technical bids or their authorized representatives may be present if they so desire.

The address for the above activities (2.2.3, 2.2.4, 2.2.5) is:

**Dr. A. P. J. Abdul Kalam Computer Centre,  
Panjab University  
Sector-14  
Chandigarh**

- 2.2.6 The address for all the correspondences pertaining to this Tender is:

**Director, Dr. A. P. J. Abdul Kalam Computer Centre,  
Panjab University,  
Chandigarh- 160014  
PHONE 0172-2534077, 4073  
EMAIL: [director\\_cc@pu.ac.in](mailto:director_cc@pu.ac.in)**

## **2.3 PROCEDURE FOR SUBMISSION OF BIDS**

- 2.3.1 It is proposed to have a three cover system for this Request for Proposal.

- i. Covering Letter, Cost of Request for Proposal Document and EMD.
- ii. Technical Proposal.
- iii. Commercial Bid.

Please note that Rates should not be indicated in the Technical Bid. Only Commercial Bid should indicate rates.

All the documents viz. Covering Letter, Cost of Tender Document and EMD, Technical Bid and Commercial Bid prepared and sealed as hereinafter directed are to be kept in a single sealed cover super-scribed with the words "PROPOSAL for PURCHASE OF INTERNET BANDWIDTH (**CC/PU/Bandwidth/2016**), due at 15:00 hrs on Thursday, November 17, 2016, NOT TO BE OPENED BEFORE TIME".

The cover thus prepared should also indicate clearly the name and address of the Bidder, to enable the Bid to be returned unopened in case it is received after the specified date and time.

The Bid shall be in the prescribed format and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract.

All pages of the bid except un-amended printed literature shall be initialled by the person(s) signing the Bid. The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person(s) signing the bid.

The Bids prepared by the Bidders shall thus comprise of following components:

- i. Covering Letter neatly typed on the letterhead of the Bidder, duly signed by the authorized signatory in the proforma given in Section 5.1, the cost of

Tender Document and Earnest Money Deposit, and kept in a sealed cover super-scribed "COVERING LETTER, COST OF TENDER DOCUMENT & EMD" as detailed in Section 2.3.2 below.

- ii. Technical Bid, as directed below in Section 2.3.3 and kept in a sealed cover super-scribed "TECHNICAL PROPOSAL".
- iii. Commercial Bid, as directed below in Section 2.3.4 and kept in a sealed cover super-scribed "COMMERCIAL BID".

### **2.3.2 Covering Letter, Cost of Tender Document & Earnest Money Deposit:**

- i. Bid Covering Letter as per the proforma given in Section 5.1 neatly typed and duly signed by the authorized signatory on the Bidder's letter head.
- ii. The Tender Document Cost of ` 1,000/- (Rupees One Thousand only) as required in Section 2.1 ante should be kept in this envelope by way of
  - a. A Demand Draft in favour of The Registrar, Panjab University, Chandigarh
- iii. Earnest Money Rs. 20,000/- should be submitted along with the Tender by way of a Demand Draft in favour of The Registrar, Panjab University, Chandigarh;
- iv. Unsuccessful Bidder's bid security will be returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the University.
- v. The successful Bidder's bid security will be discharged upon the Bidder accepting the purchase order and furnishing the Performance Guarantee.
- vi. The bid security may be forfeited:
  - a. if a Bidder withdraws its bid during the period of bid validity;  
Or
  - b. if a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/ or misleading at any time and/ or conceals or suppresses material information;  
Or
  - c. in case of the successful Bidder, if the Bidder fails to sign the agreement or to furnish performance guarantee.

### **2.3.3 Technical Proposal:**

- i. The Technical Proposal should be submitted in bound form and all pages continuously and serially numbered in one lot as one document. Brochures/leaflets etc. should be submitted in the bound document and not in a loose form. Bidders must ensure that all the documents are sealed and signed by authorized signatory.
- ii. Technical Bid as given in Section 5.2, neatly typed on the letter head of the Bidder, duly filled in, signed and complete in all respects including annexure for detailed specifications of equipment etc. as directed. The bids shall inter

alia include detailed technical specifications of all the equipment/ components in brochure or written form. These brochures shall be used for technical evaluation of the bids and in their absence the bids may not be evaluated.

- iii. Deviations from the Detailed Specifications as specified in the Bidding Document as given in Section 5.3.
- iv. Deviations from the Terms and Conditions as specified in the Bidding Document as given in Section 5.4.
- v. Manufacturer's Authorization Certificate in specific reference to this Tender as given in Section 5.5.
- vi. Exact Bill of Material in the format given in Section 5.6. The University reserves its right to cross verify whether the offered components meet the desired specifications.
- vii. The Technical Bid submitted in response to this Tender Document along with the supporting material, will become the property of the University.

#### **2.3.4 Commercial Bid:**

- i. Commercial bid proposal for the fine-tuned Technical Specifications neatly typed on the letter head of the Bidder, duly filled in and signed by the authorized signatory in Prescribed Quotation Proforma given in Section 5.7.
- ii. The details of Rate Schedule for all the goods and services. The rates shall be applicable in case the quantities of a particular order vary from those mentioned in relevant Technical Specifications. In case the consolidated rates quoted in the Prescribed Quotation Proforma as given in Section 5.7 differ from the rate schedule; later shall prevail.

#### **2.4 COSTS INCURRED WITH BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of the Bid, if so desired by the University and the University will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding Process.

#### **2.5 CLARIFICATION OF TENDER DOCUMENT**

- 2.5.1 The prospective OEMs/ Bidders who may like to attend a pre-bid meeting to be held on Friday, November 04, 2016 at 10:00 AM. Up to a maximum of 2 (two) representatives of each prospective Bidder will be permitted to attend the pre-bid meeting. All the clarifications / modifications requested by the shortlisted OEM(s) should necessarily be submitted in writing latest by 05:00 PM, Friday, November 04, 2016.
- 2.5.2 The purpose of these meetings is to clarify issues and to answer questions on any relevant matter that may be raised up to that stage.
- 2.5.3 Outcomes of these meetings shall be published on the website of the University, allowing at least 7 days' time prior to the last date for receipt of bids. Any modification of the Tender Document, which may become necessary as a result of

the Pre-Bid Meeting, shall be made by the University explicitly through revised Tender Document and shall be binding on all the Bidders irrespective of whether they attended the meeting or not.

- 2.5.4 Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder.

## **2.6 AMENDMENT IN REQUEST FOR PROPOSAL DOCUMENT**

- 2.6.1 At any time up to the last date of receipt of Bids, the University may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by an amendment.
- 2.6.2 The amendment will be notified in writing or by email or fax to all prospective Bidders who have received the Tender Document and the same will be binding on them. It will also be uploaded to the University's website.
- 2.6.3 In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their Bids, the University may, at its discretion, extend the last date for the receipt of Bids.

## **2.7 LANGUAGE OF BIDS**

The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and the University, shall be written in the English Language, provided that any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation in which case, for purposes of interpretation of the Bid, the English translation shall govern.

## **2.8 BID CURRENCY**

The Prices in the bid document shall be denominated in INDIAN NATIONAL RUPEES. For the purposes of evaluation of bids, the exchange rate as advertised by the Reserve bank of India on the day of opening of commercial bids shall apply.

## **2.9 VALIDITY**

Bids shall remain valid for 180 days from the last date of submission. The Bidder(s) may be required to give consent for the extension of the period of validity of the bid beyond initial 180 days, if so desired by the University in writing or by fax. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However, any extension of validity of bids will not entitle the Bidder to revise/modify the bid. The decision of the University in this regard will be final, conclusive and binding on the Bidder.

## **2.10 MODIFICATIONS & WITHDRAWAL**

The bid submitted may be withdrawn or resubmitted before the expiry of the last date of submission by making a request in writing to the Registrar of the University to this effect. No Bidder shall be allowed to withdraw the bid after the deadline for submission of bids.

## Terms & Conditions of the Tender

This Tender is open to all firms / Companies both from within India and outside India, who are eligible to do business in India under relevant Indian laws as in force at the time of bidding and who fulfil the minimum qualification Criteria as hereinafter laid down.

In addition to the above general requirements the Bidders must comply with additional qualifications as laid hereinafter.

### 3.1 GENERAL ELIGIBILITY CRITERIA

- 3.1.1 The Bidder should be a registered company in India under Companies Act 1956 and should have been in operation for at least Five years as on date of Tender.

Copy of the Certificate of Incorporation should be enclosed.

- 3.1.2 The Bidder/ Original Equipment Manufacturer (OEM) should have Service and Support Centres for the maintenance of the Items quoted by them in North India.

In case of OEM service and Support Centre, copies of the land-line telephone bills or rent agreement dated before October 25, 2016 should be enclosed.

In case of Authorized Service and Support Centre, the Bidder should submit a copy of the agreement entered between the Franchisee and the Bidder stating that the Franchisee is rendering the service for the OEM and the agreement should be valid as on October 25, 2016.

- 3.1.3 The Bidder should not have been blacklisted/ debarred by the Government of India or their undertakings, any State Governments or their undertakings previously. In such cases the bid will be summarily rejected and no correspondence in this matter shall be replied by the University.

Undertakings from the Bidder or the OEM in this regard should be enclosed.

### 3.2 TECHNICAL ELIGIBILITY CRITERIA

- 3.2.1 The Bidder should have the capability to execute the work with respect to personnel and establishment facilities and should have successfully executed at least three works of similar value either of data centre or data/ voice network.

Letters of Appreciation should be enclosed.

- 3.2.2 The OEM as well as the Bidder should be ISO 9000 certified or of equivalent Standard having current validity.

ISO 9000 or equivalent certificates of both the Bidder as well as OEM should be enclosed.

- 3.2.3 The Bidder(s) must be have valid VAT/ LST/ CST, Service Tax Registration and PAN number allotted by the respective authorities.

Copies of all the relevant certificates should be enclosed.

- 3.2.4 The Bidder should have a valid Category A ISP license from Govt. of India (Attach a copy of the valid license).
- 3.2.5 The Bidder should have DOT license to setup and operate International Gateways. The Bidder should have an operational International Gateway (Attach a copy of the valid license).
- 3.2.6 Bidder should have supplied Internet Bandwidth of 200 Mbps or more to at least 3 Corporate / Institutions.
- 3.2.7 The Bidder should have a fully functional Helpdesk for support (24\*7).
- 3.2.8 Bidder should have a redundancy in International Gateway Bandwidth.
- 3.2.9 The Bidder should 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.

### **3.3 COMMERCIAL ELIGIBILITY CRITERIA**

- 3.3.1 Bidder should have a turnover of Rs. 3 Crores in the last successive three Audited Financial years cumulatively.  
Copies of the Audited Balance sheets and Profit and Loss account for last 3 Financial years should be enclosed.
- 3.3.2 The Bidder as well as the OEM should not be involved in any Bankruptcy filing or for protection from it.  
Undertakings from the Bidder as well as the OEM in this regard should be enclosed. Otherwise, if they are so involved they must furnish a bank guarantee valid for three years of an amount equal to the total value of their bid along with their Commercial Bid and should mention that they have done so in their Technical Bid.

### **3.4 GENERAL CONDITIONS**

- 3.4.1 Minimum validity of the Proposal must be 180 days from the date of its opening.
- 3.4.2 The University reserves the right, not an obligation, to carry out the capability assessment of the Bidder(s) and pre dispatch inspections at the cost of the Bidder. This right inter alia includes seeking technical demonstrations, presentations and live site visits.
- 3.4.3 The University reserves its absolute right to seek any clarifications from the respective Bidder(s).
- 3.4.4 The University will neither provide nor shall pay any charges for boarding, lodging and transportation facilities for the Bidder(s) or their Representative.
- 3.4.5 The products/ services offered should strictly conform to the specifications given in the product literature. The models proposed/ marked for withdrawal from the market or models under quality testing should not be offered.
- 3.4.6 Equipment offered should be capable of being fully integrated with the existing network of the University immediately on installation.

3.4.7 The Bidder(s) are required not to impose their own terms and conditions to the bid and if submitted, it will not be considered as forming part of their bids. The decision of the University shall be final, conclusive and binding on the Bidder(s).

**3.4.8 Creditable Outage:**

- i. In case the service is continuously unavailable beyond one hour, for any reasons, whether under control of the bidder or beyond, the bidder shall extend the period of service by one day for every hour of down time. However, the total downtime shall not extend 2 (two) days / 48 hours in a quarter, beyond which Panjab University reserves the right to review and terminate the services of the bidder.
- ii. The down time shall start from the time of observance of the service non – availability by Panjab University and end at the time of restoration of the services by the vendor, to the satisfaction of the customer. The delay due to no response of the vendor, in registering the service call and subsequent issuance of service call docket number shall have no bearing on Total Service down Time.
- iii. Reports for performance monitoring / usage to be submitted by the ISP
  - Daily Basis
  - Weekly basis
  - Monthly basis
  - Yearly Basis
- iv. The ISP will be responsible for implementing the software at the Client side for Bandwidth utilization, up time, packet loss, ping time, compression ratio etc.
- v. Standard software with above mentioned facilities should also be provided by ISP at no extra cost / cost should be included in the package to Panjab University.

**3.5 PURCHASER’S RIGHT TO REJECT ANY/ALL BIDS**

3.5.1 The University reserves the right to accept or reject any bid partially or fully or annul the bidding process and reject all bids at any time prior to award of contract without assigning any reason, thereby incurring no liability to the affected Bidder(s). The University is under no obligation to inform the affected Bidder(s) of the ground for its action.

3.5.2 The University reserves the right to accept or reject any technology proposed by the Bidder(s).

3.5.3 The University reserves the right to re-issue the Tender or any part thereof without assigning any reason whatsoever, at the sole discretion of the University.

3.5.4 The University reserves the right to issue Purchase Order in phases or to alter the quantities specified in the offer. The University also reserves the right to delete one or more items from the list of items specified in offer.

3.5.5 Any decision of the University in this regard shall be final, conclusive and binding on the Bidder(s).

### **3.6 BID REJECTION CRITERIA**

The bid(s) will be rejected in case of any one or more of the following conditions:

- 3.6.1 Bids which are not substantially responsive to the Tender Document.
- 3.6.2 Bids not made in compliance with the procedure mentioned in this Tender Document or not substantively responsive.
- 3.6.3 Failure on part of the Bidder to provide appropriate information as required in the bid proposal or any additional information as requested by the University, including any supporting document.
- 3.6.4 Incomplete or conditional bids or bids that do not fulfil all or any of the conditions as specified in this document.
- 3.6.5 Bids without earnest money deposit.
- 3.6.6 The submission of more than one bid under different names by one Bidder. If the same is found at any stage, all the bids by that bidder will be rejected.
- 3.6.7 Material inconsistencies in the information submitted.
- 3.6.8 Misrepresentations in the bid proposal or any supporting documentation.
- 3.6.9 Bid proposal received after the last date and time specified in this document.
- 3.6.10 Bids found in unsealed cover, unsigned bids, bids signed by unauthorized person and unsigned corrections in the bids.
- 3.6.11 Bids containing erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the person(s) signing the bid.

### **3.7 BID EVALUATION PROCESS**

- 3.7.1 The Bidder must meet all the eligibility criteria mentioned in Section 3.1, 3.2 and 3.3.
- 3.7.2 The Technical Bids of all the Bidders who meet the eligibility criteria shall be evaluated further for compliance of specifications and other such parameters as may be needed. The decision of the University in this matter shall be final conclusive and binding.
- 3.7.3 The Commercial Bids of all the technically qualified Bidders shall be subjected to financial comparison.

### **3.8 RESPONSIBILITIES OF THE BIDDER(S)**

- 3.8.1 The Bidder(s) shall supply, the equipment as FoR destination i.e., Dr. A. P. J. Abdul Kalam Computer Centre, Panjab University, Sector 14, Chandigarh and the rates must include all the charges e.g. packing, forwarding, insurance, freight, commissioning, demonstration etc. if any. Packing list must be put in all the packages.
- 3.8.2 They shall be required to install, configure and commission the network and the data centre and shall furnish necessary certifications.
- 3.8.3 The Bidder(s) shall maintain the infrastructure provided by the University for the Implementation and operation of the project and allied services.

- 3.8.4 The Bidder is required to meet all the specifications and deliverables specified in Section 4.
- 3.8.5 The selected Bidder is required to submit Performance Reports for monitoring usage on Daily/Weekly/Monthly/Yearly basis as per the requirement of Panjab University from time to time

### **3.9 RESPONSIBILITIES OF THE UNIVERSITY**

- 3.9.1 The University shall provide space to install the network, equipment and components etc. On day to day basis the officials of the University shall help the engineers deputed by the Bidder for the job in their capacity.
- 3.9.2 The University will provide only Custom Duty Exemption Certificate and other relevant certificates. However, the Bidder has to do the custom clearance at his own.

### **3.10 SCHEDULE OF PAYMENT**

- 3.10.1 No payment will be made in advance for any supplies under this invitation for bid.
- 3.10.2 The payment of each quarter will be made after availing the services for that quarter. The payment terms should be mentioned clearly.
- 3.10.3 Payment of bandwidth charges will be made on quarterly basis after the end of each quarter of the bill to be raised by the Bidder.
- 3.10.4 Payment of router will be made after successful delivery and installation.

### **3.11 TIME SCHEDULE**

The equipment should be delivered within Six weeks from the date of placing the supply order and the University's decision in this regard will be final and binding. The supply shall actually be deemed to have been complete on the actual date of installation/ implementation and successful demonstration to the duly constituted committee of the University.

The detailed schedule will be specified by the University at the time of placing supply / work orders after due consultation with the successful Bidder(s).

### **3.12 EARNEST MONEY**

- 3.12.1 Earnest Money of Rs. 20,000/- should be submitted along with the Proposal in the form of Demand Draft payable to The Registrar, Panjab University, Sector 14, Chandigarh.
- 3.12.2 Proposals without Earnest Money shall be summarily rejected.
- 3.12.3 The successful Bidder(s) will be required to meet the schedule of supply and installation of the equipment given by the University, failing which the University reserves the right to forfeit the full or part of the said deposit, as the case may be.
- 3.12.4 If the Bidder delays the installation of the link deliberately and unnecessarily, their Purchase order will be cancelled, Firm will be black listed and Earnest Money shall be forfeited. In such a case decision of the University will be final and binding.

### **3.13 RATES**

The rates quoted shall remain firm throughout the period of contract and this contract will remain valid up to the date of completion of the job by the Bidder(s) and shall not be subject to any upward modification whatsoever.

### **3.14 PENALTIES**

In case of delay in execution of works or delivery of goods & services penalties at the following rates shall be imposed on the total amount (as per relevant rate schedule) of delayed goods/services:

2% of the total value of the contract per month

Maximum delay of two months is tolerable, beyond which the order may be cancelled.

The decision of the University in this regard shall be final, conclusive and binding.

### **3.15 TAXES AND DUTIES**

The Bidder shall be solely responsible for the payment of all taxes including VAT, duties, license fees, octroi etc. incurred until completion of the project.

No claim on account of payment of octroi etc. within the limits of the Municipal Corporation, Chandigarh shall be accepted.

### **3.16 PERFORMANCE GUARANTEE**

The successful Bidder(s) shall furnish a security in the form of bank guarantee @ 3% of the total value of the order to the Bidder, valid till the warranty period of the equipment, which shall be discharged thereafter.

### **3.17 INSURANCE**

The University will not pay for any insurance charges against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery etc. The insurance shall be purchased by the Bidder, naming the University as the beneficiary, in an amount equal to the exact value of the Goods up to the installation at site on all risks basis, including war Risks and strike clauses etc.

### **3.18 INDEMNITY**

3.19.1 The Bidder(s) shall indemnify the University against all third party claims of infringement of Intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the Goods, or any part thereof in India.

3.19.2 The Bidder(s) shall, at their own expense, defend and indemnify the University against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.

- 3.19.3 The Bidder(s) shall expeditiously extinguish any such claims and shall have full rights to defend itself therefrom. If the University is required to pay compensation to a third party resulting from such infringement, the Bidder(s) shall be fully responsible therefore, including all expenses and court and legal fees.
- 3.19.4 The University will give notice to the Bidder of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

### **3.19 CONFIDENTIALITY**

- 3.20.1 The Bidder shall not, and without the University's prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the University in connection therewith to any person other than a person employed by the Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 3.20.2 The Bidder shall not without the University's prior written consent, make use of any document or information.
- 3.20.3 Any document other than the contract itself shall remain the property of the University and shall be returned (in all copies) to the University on completion of the Bidder's performance under the contract if so required by the University.

### **3.20 CONFLICT OF INTEREST**

Absence of, actual or potential conflict of interest on the part of the Bidder due to prior, current, or proposed contracts, engagements, or affiliations with Panjab University, Sector 14, Chandigarh needs to be meticulously ensured. Additionally, they shall proactively disclose and address any and all potential elements, which would adversely impact their ability to complete the requirements as given in the Tender.

### **3.21 TRAININGS**

The Bidder shall be responsible for training the University personnel in the areas of implementation, operations, management, error handling, troubleshooting, system administration and any other related areas. This training can be arranged at the premises of the Bidder or at the University. The final training schedule shall be decided according to a mutually agreed time table before the work order is finally placed.

### **3.22 FORCE MAJEURE DURING THE PENDENCY**

During the pendency of the contract if the performance in whole or part thereof by either party is prevented/ delayed by causes arising due to any war, hostilities, civil commotion, act of public enemy, sabotage, fire, floods, explosion, epidemics, non-availability of raw material, and other consumables, or any other causes including breakdown of equipment beyond their reasonable control neither of the two parties shall be made liable for loss or damage due to delay or failure to perform the contract during the pendency of forced conditions provided that the happenings are notified

in writing within 7 days from the date of occurrence. The work shall be resumed under the contract as soon as possible after the restoration of normalcy.

### **3.23 OTHER CONDITIONS**

If some latest technology or equivalent is introduced the Bidder is duty bound to offer their proposal on mutually agreed rates on similar terms and conditions during the pendency of the agreement/ contract.

### **3.24 ARBITRATION**

All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitrator to be appointed by The Registrar, Panjab University, Sector 14, Chandigarh. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and Conciliation Act, 1966 or by statutory modification/ re-enactment thereof for the time being in force. Such arbitration shall be held at Chandigarh.

### **3.25 APPLICABLE LAWS & JURISDICTION OF COURTS**

In all matters and disputes arising hereunder, shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts having jurisdiction in Chandigarh.

## Detailed Specifications & Deliverables

### 4.1 GENERAL NOTE

- 4.1.1 The given specifications are minimum requirements. Bidders should enclose relevant printed or neatly typed detailed specification sheets of their offerings, which shall also be kept in mind at the time of evaluation of offers.
- 4.1.2 The given specifications may be met either in the same unit or in any combination of units.
- 4.1.3 The quantities mentioned herein are indicative and shall be used to arrive at L1 Bidder. However, they may vary and shall be paid for by the University as per actual. In case of variations in quantities the rates mentioned by the Bidder in the relevant rate schedule shall apply.

Sr. No.	Item Description	Quantity/ Duration of Contract
A.	<p><b>STM-4/ 2 X STM-1 Internet Link (622 Mbps/ 311 Mbps, 1:1, Pure Duplex, Symmetric, Unshared &amp; Uncompressed)</b></p> <ol style="list-style-type: none"> <li>1. Option 1: One 622 Mbps (STM-4) Internet Connectivity through optical fibre leased line (1:1 pure duplex, symmetric, unshared and uncompressed). Option 2: One 311 Mbps (2 X STM-1) Internet Connectivity through optical fibre leased line (1:1 pure duplex, symmetric, unshared and uncompressed).</li> <li>2. The scope of invitation includes all the hardware/software associated with the offer to be deployed at the University which shall be the property of the Bidder and who is free to take them back after expiry of the contract.</li> <li>3. The contract is initially for a period of one year and the same may be extended for a period of three years maximum. Extension for 2nd &amp; 3rd Year: Negotiations will be done with the lowest bidder (L1) for 2nd year and 3rd Year based on prevailing market rates at that time. Further, renewal and extension of contract depends upon the satisfactory performance and services rendered by the ISP of the link.</li> <li>4. The Bidder PoP proposed to serve Panjab University Chandigarh shall be on OFC on a ring and should provide STM-4/ 2 X STM-1 over ring to the Dr. A. P. J. Abdul Kalam Computer Centre of the Panjab University Chandigarh.</li> <li>5. Installation, commissioning, configuring of the link and hardware (Muxes, Modems, etc.).</li> <li>6. The price of router (on lease) may be quoted as an option separately by the Bidder.</li> </ol>	<p><b>Initially for 1 Year (Extendable for up to 3 Years) It is Mandatory for all the Bidders to quote for both the options.</b></p>

	<ol style="list-style-type: none"> <li>7. All items required for last mile connectivity shall be responsibility of the Bidder. Till that connectivity whatever equipment are required, those would have to be provided by the Bidder.</li> <li>8. All the equipment shall be deemed to have been leased to the Panjab University Chandigarh for the full duration of the contract which shall be handed over to Bidder in event of termination / closure of services.</li> <li>9. Obtaining all the statutory and regulatory approvals, if required, for the project implementation.</li> <li>10. For laying the OFC or erecting the tower/pole the cost will be owned by the Bidder.</li> <li>11. The Bidder will provide Ethernet/ OFC output.</li> <li>12. The Bidder is required to supply and integrate all the components (NE, CPE) at their own cost up to the switch/firewall (Ethernet/ OFC output required).</li> <li>13. All the charges incurred for laying of OFC, external and internal installation etc. shall also be borne by the Bidder up to last mile.</li> <li>14. Fibre should be laid as per the approved plan.</li> <li>15. All the costs towards testing &amp; commissioning to be borne by the successful Bidder.</li> <li>16. The Bidder shall provide 32 Public IPv4 &amp; 32 Public IPv6 addresses for exclusive use by The University.</li> <li>17. Public Pool of IPv6 shall be made available to the University as soon as the Institute upgrades their network on IPv6.</li> <li>18. The Bidder will be required to sign a Service level agreement (SLA) with the University to provide network availability and maintenance support as mentioned in this document for the contract period.</li> <li>19. Maintenance support service (24*7) for Bandwidth and equipment.</li> <li>20. Packet Losses: Less than 1 % (Average over 1000 ping) at any given point of time to any part of Bidder's own network.</li> <li>21. Network Availability: More than 99.5% per quarter.</li> <li>22. The Vendor will be responsible for the comprehensive maintenance and testing of hardware for which Panjab University, Chandigarh will not make extra payment.</li> <li>23. The vendor will do preventive maintenance once a quarter for upkeep of the Systems running. The schedule will have to be adhered to strictly by them.</li> <li>24. Latency rate &lt; 340 msec. between the router of the Panjab University and the International Gateway of the Bidder.</li> <li>25. The output interface should be Ethernet/ OFC (1G).</li> <li>26. The Bidder will be responsible to provide a web portal for bandwidth utilization, uptime, packet loss, latency and to check the bandwidth speed.</li> </ol>	
--	---	--

	27. The Bidder will provide Domain Name Services including reverse lookups and registration for both IPv4 and IPv6. 28. It is responsibility of the company to provide the last mile connectivity to the Panjab University	
B.	<b>Router (Optional on Lease)</b> Minimum 4 nos. of 10/100/1000 Mbps Ports.	1

Lowest bidder to be decided on the basis of total cost of First year exclusive of the optional router.

The rates quoted should include warranty of 1 year. As tender may be extended to three years, Bidders must also quote warranty for second and third year.

Companies should consider possibility of additional concessions to Panjab University on account of advertising/ marketing on mutually agreeable terms and conditions.

## Bid Proposal Proforma

### 5.1 BID COVERING LETTER

To:

The Director,  
Dr. A. P. J. Abdul Kalam Computer Centre,  
Panjab University,  
Sector 14,  
Chandigarh-160014

Dear Sir,

Purchase of Internet Bandwidth.

#### 1 Terms & Conditions

- 1.1 I/ We, the undersigned Bidder(s), having read and examined in detail the specifications and all bidding documents in respect of this Tender do hereby propose to provide goods and services as specified in the bidding document.
- 1.2 I/ We, the undersigned Bidder(s) having submitted the qualifying data as required in your Tender, do hereby bind ourselves to the conditions of your Tender. In case any further information/ documentary proof in this regard before evaluation of our bid is required, I/We agree to furnish the same on demand to your satisfaction.

#### 2 Rates & Validity

- 2.1 All the rates mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the rates and other terms and conditions of this proposal are valid for a period of 180 days from the date of opening of the bid.
- 2.2 I/ We have studied the Clauses relating to Indian Income Tax Act and hereby declare that if any Income Tax, surcharge on Income Tax and any other Corporate Tax is altered under the law, I/ we shall pay the same.

#### 3 Deviations

I/ We declare that all the goods and services shall be performed strictly in accordance with the Technical specification, Time Schedule and other terms of the Tender Document except the deviation as mentioned in the Technical Deviation Proforma. Further, I/ We agree that additional conditions, if any, found in the proposal documents, other than those stated in deviation proforma, shall not be given effect to.

#### 4 Bid Pricing

I/ We further declare that the rates stated in our proposal are in accordance with your terms and conditions in the bidding document.

**5 Earnest Money**

I/We have enclosed the earnest money as required under Section 3.12 of the Tender Document. In case of default it is liable to be forfeited in accordance with the provisions enumerated therein.

**6 Details of cost of Tender Document:**

Value	
Demand Draft Number with Date	
Name and Branch of the Bank	

**7 Performance Guarantee**

I/ We shall submit a Bank Guarantee as required under Section 3.16 of the Tender Document.

**8 Declaration**

I/ We hereby declare that my/ 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 my/ our knowledge and belief and nothing has been concealed therefrom.

Thanking you,

Yours faithfully,

(Signatures)

Date:

Place:

Name:

Designation:

Seal

## 5.2 PROFORMA TECHNICAL BID

S No	Description
1.	Bidder's Proposal Reference No & Date
2.	Bidder's Name and Address
3.	Contact Person Designation Telephone Number Fax Number e-mail Address
4.	Please attach a copy of company incorporation certificate.
5.	Please attach list of your offices in India with addresses thereof: <ol style="list-style-type: none"> <li>a. Offices</li> <li>b. Spare Part Depots</li> <li>c. Service Centres</li> <li>d. Development Centres</li> </ol>
6.	Please provide details if you have been blacklisted / debarred by the Government of India or their undertakings, any State Governments or their undertakings previously. If no, please enclose an undertaking in this matter.
7.	<ol style="list-style-type: none"> <li>a. If the Bidder is not OEM, Please enclose due authorization certificate from OEM? (if applicable)</li> <li>b. Please enclose a list of similar installations done by you along with their value. Please attach relevant experience certificates also.</li> <li>c. Please enclose copies of ISO 9000 certificates in case of the Bidder as well as the OEM.</li> <li>d. Please enclose copies of valid VAT / LST / CST / Service Tax Registration certificates and Copy of PAN Card.</li> <li>e. Please attach copies of audited Balance Sheets and P/L Accounts for last three financial years.</li> <li>f. Is the Bidder or the OEM involved in any Bankruptcy filing for protection from it? If not, please enclose undertakings from the Bidder as well as OEM in this matter.</li> <li>g. The Bidder should have a valid Category A ISP license from Govt. of India (Attach a copy of the valid license).</li> <li>h. The Bidder should have DOT license to setup and operate International Gateways. The Bidder should have an operational International Gateway (Attach a copy of the valid license).</li> </ol>
8.	Please attach printed or typed specification/ feature sheets of all the equipment / components / software quoted by You.

(Signatures)

Date:

Name:

Place:

Designation:

Seal

**5.3 DEVIATIONS FROM THE DETAILED TECHNICAL SPECIFICATIONS**

Following are the Deviations and Variations from the detailed specifications given in this Tender Document. These deviations and variations are exhaustive. Except for these deviations and variations, all the goods and services shall be provided as per the specifications mentioned in the Tender Document.

<b>S No</b>	<b>Clause No</b>	<b>Page No</b>	<b>Statement of Deviations and Variations</b>

(Signatures)

Date:

Place:

Name:

Designation:

Seal

**5.4 DEVIATIONS FROM THE TERMS AND CONDITIONS**

Following are the Deviations and Variations from the terms and conditions of this Tender Document. These deviations and variations are exhaustive. Except for these deviations and variations, all the terms and conditions are acceptable to us.

<b>S No</b>	<b>Clause No</b>	<b>Page No</b>	<b>Statement of Deviations and Variations</b>

(Signatures)

Date:

Place:

Name:

Designation:

Seal

## 5.5 PROFORMA MANUFACTURER'S / DEVELOPER'S AUTHORIZATION

Ref. No \_\_\_\_\_

Date:

\_\_\_\_\_

To:

The Director,  
Dr. A. P. J. Abdul Kalam Computer Centre,  
Panjab University,  
Sector-14,  
Chandigarh-160014.

Dear Sir,

Tender No. CC/PU/Bandwidth/2016 Dated October 25, 2016, for Purchase of Internet Bandwidth.

We \_\_\_\_\_ who are established and reputed  
Manufacturers / Developers of \_\_\_\_\_ having  
Factory / Development Centre at  
\_\_\_\_\_ do  
hereby authorize M/s \_\_\_\_\_ [Name and  
Address of Vendor] to submit a bid and sign the contract with you for the goods  
Manufactured / Products developed by us against the above Tender No  
CC/PU/Bandwidth/2016. We hereby extend our full Guarantee and Warranty as per  
the clauses of contract based on the Terms and Conditions of the Tender for the goods  
and services offered for supply by the above organization in response to your Tender.

Yours faithfully

Name of the Manufacturer / Developer

Authorized Signatory

Note:

This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its bid.

**5.6 BILL OF MATERIAL CUM COMPLIANCE SHEET**

Following is the exhaustive bill of material with makes and part numbers. Further we abide ourselves by the compliances indicated as per the desired specifications.

<b>S No</b>	<b>Description</b>	<b>Make</b>	<b>Part Number if any</b>	<b>Quantity</b>	<b>Compliance (Yes/No)</b>

(Signatures)

Date:

Place:

Name:

Designation:

Seal

**5.7 PROFORMA COMMERCIAL BID**

5.7.1 We hereby quote our commercial offer as given below:

ITEM	Price	Price including Taxes
Option 1: 622 Mbps STM-4		
Option 2: 311 Mbps 2 X STM-1		
Router (Optional on Lease)		

5.7.2 The Details of Earnest Money Deposit (If required):

Value	₹20,000/- (Rs Twenty Thousand only)
Demand Draft Number with Date	
Name and Branch of the Bank	

(Signatures)

Date :

Place :

Name:

Designation:

Seal