

FTK - CENTER FOR INFORMATION TECHNOLOGY

Jamia Millia Islamia

(A Central University)

New Delhi - 110 025

Website: www.jmi.ac.in

E-TENDER FOR INTERNET BANDWIDTH AT JAMIA MILLIA ISLAMIA.

No.NIT-31/Bandwidth/CIT/JMI/2021-II

Date:- 20/04/2021

On behalf of the Vice-Chancellor, Jamia Millia Islamia (JMI), New Delhi, India, online bids (two bids system) are invited from reputed companies/firms for the Installation & Commissioning of upto 1 Gbps (1:1) Internet Leased Line at Jamia Millia Islamia, New Delhi 110025. The order will be awarded for the period of three/five years & may be extended for another year on the basis of satisfactory performance which will be examined by FTK-CIT depending upon the performance and with mutual consent. Bid documents with other terms & conditions can be downloaded from Website: <https://mhrd.euniwizarde.com> and be uploaded as per following:

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NIT No.	Last Date & Time for online submission of bids	Date/Time for opening of Technical Bid
<i>NIT-31/Bandwidth/CIT/JMI/2021-II</i>	04/05/2021 by 1.00 p.m.	04/05/2021 at 1.15 p.m.

Tender is required to be uploaded in **two bids** viz 'Technical Bid' and 'Financial Bid' separately. Each and every page of the quotation is to be serially numbered and duly signed by authorized bidder/signatory. The rates should be written both in words and figures, free from erasing and over writing and error in typing/writing. Any erasing/error/ correction must be attested by the bidder otherwise the rates in r/o that particular item shall not be considered. The bidder's eligibility criteria is enclosed as **Annexure – 'A'**. Terms and conditions of the contract is enclosed as **Annexure - 'B'** and Scope of work **Annexure-'C'**. Affidavit of criminal liability is enclosed as **Annexure- 'D'** and Details of the Service provider / Contractor is enclosed as **Annexure – 'E'**.

The Vice-Chancellor, Jamia Millia Islamia, JMI reserves the right to reject any tender or all without assigning any reason thereof.

Only technical bid (un-priced) shall be opened first and shall be referred for technical evaluation. The financial bid of only that technical bid which is found acceptable by the Technical Evaluation Committee will be considered for opening of Financial bids. The award of contract shall be considered to the lowest bidders fulfilling the conditions.

A) TECHNICAL BID:- TECHNICAL ASSESSMENT WILL BE EVALUATED ON THE BASIS OF;

S.No.	Documents to be Submitted	Documents Submitted (Yes/No)
1	Bid Securing Declaration	
2	Proof of Registration under Companies Act, 1956	
3	Enclose Copies of Company PAN Card, GST Registration	
4	Balance Sheet of last three years or turnover certificate duly attested by CA(2017-18, 2018-19 & 2019-20,)	
5	Class “A” ISP License for providing Internet Services.	
6	Purchase order for similar or higher bandwidth in last 3 Years.	
7	Compliance to the Eligibility Criteria (As per the format given in Annexure –A)	
8	Compliance to the Terms and Conditions of the Tender. (As per the format given in Annexure –B)	
9	Compliance to the Scope of Work and Technical Specifications. (As per the format given in Annexure-C)	
10	CRIMINAL LIABILITY Undertaking as per Annexure - D.	
11	Details of Service Provider (Annexure - E)	

2. **Commercial Bid should comprise the following:-**

S.No.	Documents to be Submitted	Documents Submitted (Yes/No)
1	Price sheet as per the enclosed Price Format in Annexure–F	

The information given in technical bid should be reproduced with prices against quoted equipment's. Any deviation in this regard will render the bid liable for rejection. The prices should be quoted on lump sum basis over and above with GST. All the rates shall remain firm for a period of three years from the date of bidding.

BIDDER'S ELIGIBILITY CRITERIA:

1. ISP should have a valid **CLASS A** license and have their owned fiber backbone across India.
2. ISP should have experience in providing satisfactory service for at least 3 Internet Links of 1-GBPS or higher bandwidth each for at least three years.
3. ISP should have a Valid GST Registration Number.
4. Bidder should have an annual turnover of 1.5 Cr and must be in the ISP business for a period of more than 10 Years.
5. ISP should have direct peering with Tier-1 Carriers to minimize the Number hops to and Latency to International Destinations. Details of Tier-1 carriers with which peering is to be done are to be provided. It should have local peering, within India, with at least one other ISP and it should have an aggregate international capacity of at least 10 GBPS at the time of commissioning. An undertaking of this effect is to be submitted.
6. The Bandwidth should be provided through a Fiber Link on SDH/MEN Ring terminating at FTK-CIT, Jamia Millia Islamia and should be made available on Multi Gigabit Ethernet.
7. A dedicated Service Manager should be there to liaison with the NOC in case the link goes down. This will include reporting, complaint logging, ticket Generation and follow up action. These services to be provided by the ISP directly and not through a channel Partner.
8. SLA should commit at least 99.5% service availability, including last mile connectivity. The following Penalties to be imposed in case of violation of SLA:

Service Level (Link availability)	Penalty/Month
>=99.5%	Nil
Between 98.5% to 99.5%	Amount Equivalent to 2 days/month
Between 97.5% to 98.5%	Amount Equivalent to 4 days/month
Between 96.5% to 97.5%	Amount Equivalent to 7 days/month
Between 95.5% to 96.5%	Amount Equivalent to 10 days/month
<95.5%	Amount Equivalent to 30 days/month

9. The Service provider should have well Equipped Operations and Maintenance centers staffed with experiences personnel. The Service Provider shall maintain sufficient spares at the O&M centers to comply with committed MTTR of less than six hours.

10. The contract Period will be initially for three/five years.
11. Payment Term: Total Amount to be payable in Four equal quarterly Payments (at the end of each quarter) subject to the satisfactory continuation of services confirmed by Jamia Millia Islamia.
12. The contract period can be extended for one to two more years at the end of the three/five year provided excellent services are provided and prices offered by the ISP for next year are acceptable to Jamia Millia Islamia.
13. The Link will be tested for 1 week before acceptance of Services.
14. Prices should be quoted exclusive of all taxes. However, Details of all applicable taxes as on date should be clearly mentioned on date of submission of Bid.
15. The Bidder should not be currently blacklisted or have been blacklisted with any Government of India Agency/ PSU, any State Government department. The bidder shall furnish a written declaration in this regard.
16. As the work is to be carried out at Jamia Millia Islamia, Delhi, the Bidder should have functional office in Delhi/NCR.

TERMSANDCONDITIONS

S.No	Item	Compliance Statement/ Deviation (Pl. write)
1.	Your quotation must be neat and clean duly signed by authorized signatories on each page. No eraser or alteration appearing the quotation.	
2.	Notification Of Corrigendum/Addendum Any notification for changes in specifications/terms shall be through corrigendum/addendum which shall only be notified on https://mhrd.euniwizarde.com and University's website (www.jmi.ac.in)	
3.	Eligibility Criteria Documentary proofs showing satisfaction of the eligibility criteria laid down in the Tender document must be attached.	
4.	Scope of Work Please see Annexure– C	
5.	Term Of Contract The initial period of contract shall be three or five years extendable for a period of one year on the basis of satisfactory performance which will be examined by the JMI.	
6.	The bidder shall have a 24*7 working NOC to monitor the link performance and resolve the issue. Details of address and contact number shall be provided with technical proposal.	
7.	Prices: The prices should be quoted in <u>Indian Rupees</u> .	
8.	Award of Contract: a) Award of contract will be limited to the “L1” Bidder. b) The “L1” bidder shall be one whose financial bid is found to be the lowest after scrutiny of the financial bids vis-a-vis JMI's requirements. Such a bidder shall be declared successful for award of contract subject to fulfilment of all conditions of the tender. "A Successful bidder" shall be notified by the JMI in writing through e-mail or letter or fax through issue of letter of award (LOA). c) Upon receipt of LOA, the successful bidder shall comply with the conditions of LOA and submit a letter of acceptance within the specified time frame, failing which, the LOA shall stand cancelled and also lead to annulment of the award, forfeiture of bid security and any other such remedy the JMI may take under the contract, and the JMI may resort to awarding the contract to next bidder.	
9.	Successful bidder will send quarterly SLA report along with the bill.	
10.	Successful bidder shall draw out a complaint redressal system in consultation with the authorities of the university duly supported with a written approval.	

11.	The record of complaints so received and redressed shall be protected and subjected to inspection by the Jamia's representative as and when asked.	
12.	In case of site visit, the deputed engineers /support staff are required to carry company's identity Card. On each visit, the deputed engineer/support staff shall mark their attendance in the Network Section, FTK-CIT.	
13.	The firm will be required to maintain the minimum SLA prescribed in Annexure – III otherwise JMI will make suitable permissible deductions.	
14.	No advance payment shall be made to the agency.	
15.	Taxes clearance (GST / Income Tax) etc. has to be submitted by the successful bidder to the university.	
16.	The link should be commissioned within 4-weeks from the date of purchase order. Standard LD for any delay in commissioning of the link shall be @2% subject to a maximum of 10%.	
17.	<p>Penalty: In case the bidder fails to meet the SLA as per the tender, JMI will deduct the payment from the quarterly payment as per tender clause.</p> <p>The Link Availability percentage will be calculate using the following formula:</p> $\text{Quarterly Link Availability \%} = \frac{\text{Actual quarterly Link Uptime}}{\text{Total quarterly hours}} * 100$ <p>Actual quarterly link uptime =</p> $\text{Total quarterly uptime hours} - \text{Downtime hours in the quarter}$ <p>Total quarterly hours = No of days in the quarter* 24</p> <p>Example: In month of June (30 days) suppose there is downtime for 5-hours, In July (31 days) downtime is for 8-hours and in August (31-days) downtime is of 7 hours; then</p> <p>Link Availability Percentage =</p> $[(30+31+31)*24 - (5+8+7)]/[(30+31+31)*24]*100 = 99.09\%$	
18.	<p>Billing: The payment to the service provider/contractor shall be made on quarterly basis. The bidder shall submit an SLA certificate containing the calculation of the Quarterly Link Availability Percentage along with the quarterly bill. Jamia Millia Islamia shall be free to get this verified on its own.</p> <p>The bills and the SLA Report will be verified by FTK-CIT, JMI. Based on the achieved SLA as explained in the above "Penalty" clause. If applicable, applicable deductions will be made before release of payment.</p> <p>One Time Installation Charges will be paid once and are not to be included in the quarterly payment.</p>	
19.	<p>Taxes/Duty/etc.: All applicable taxes, duties etc. should be clearly and separately mentioned in the financial bid. Please note that Jamia Millia Islamia is an educational institution and is exempted from payment of a percentage of custom duty and certain taxes as per Govt. rules for which the University, if required will provide necessary certificates.</p>	

20.	<p>Validity Of Prices: Your bid must remain valid for 180 days from the date of tender opening. No upward change in prices and changes in terms and conditions will be permitted.</p>	
21.	<p>Downward revision of Prices: In case of downward revision of bandwidth prices due to market conditions, it is expected that the Service Provide would offer the JMI the option to proportionately enhance the bandwidth or propose downwards revision of the charges. However, JMI on its own may also get the prevalent market rates of bandwidth and ask the service provider for price revision or bandwidth enhancement.</p>	
22.	<p>Performance Security: The successful bidder will have to submit a Performance Bank Guarantee (PBG) for an amount of 03% of the value of the contract/PO in form of an Account Payee Demand Draft or Fixed Deposit Receipt from concerned Bank or Bank Guarantee. The Performance Bank Guarantee should remain valid for a period of 60-days beyond the date of completion of all contractual obligations of the successful bidder including warranty obligations. No interest will be payable on PBG.</p>	
23.	<p>Extension of Contract: After completion of 3 or 5 years period, as the case may be, and after obtaining satisfactory services from the successful bidder, JMI at its discretion may offer to renew the contract agreement for another year or part thereof on pro-rata charges basis. No supplementary agreement is necessary for this. A formal letter from the University to this effect & acceptance from the bidder shall suffice. However, the performance Bank Guarantee as described in this Tender Document shall be extended/re-submitted accordingly by the vendor.</p>	
24.	<p>Up gradation of Link: As and when JMI deems fit owing its requirements, it may request the ISP to upgrade the bandwidth on mutually negotiated rates to be arrived at through a JMI's internal committee taking into account the prevalent market rates.</p>	
25.	<p>Termination of Agreement In the event either Party has committed a material breach of any of the covenants, representations, warranties or other terms and conditions of this Contract or has materially defaulted in the performance of any of its obligations under this Contract, (provided that the non-breaching /non-defaulting Party has first given the other Party written notice of the grounds supporting the material breach or default and the breaching /defaulting Party has not cured, or has not commenced to cure in a reasonable manner and with all due speed, the material breach of default within thirty (30) days of receipt of such notice) the breaching / defaulting Party shall be held in default and the Contract shall be terminated by providing a notice. The JMI may terminate the agreement by giving a written one-month advance notice to the Service Provider, without compensation and or other suitable action, if : The Service Provider becomes bankrupt or is otherwise declared insolvent; The Service Provider being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture holders or circumstances occur entitling the court or debenture holders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the Purchaser. The quality of services rendered to Jamia Millia Islamia gets degraded. The Service Provider may request for termination of agreement by giving two-month advance notice to JMI.</p>	
26.	<p>Bid Securing Declaration: In place of a Bid security, the Ministries/ Departments may require Bidders to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.</p>	
27.	<p>Limitation of Liability Not with standing anything contained herein, neither party shall be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, cost, expense, or injury (including without limitation, loss of use, data, revenue, profit, business, and for any claims of any third party claiming through service provider) that may arise out of or result from this agreement. The aggregated liability of service provider under this agreement shall not exceed the total value of the contract.</p>	

28.	<p>Resolution of disputes:</p> <p>Except where otherwise provided in the contract, all questions disputes relating to meaning of terms, conditions and instructions therein before mentioned and as to any other question, claim, right, matter or thing whatsoever in any way advising out of or relating to the contract instructions, orders or the execution or failure to execute the same whether arising during or after the cancellation, termination, competition or abandonment of the contract shall be dealt with as mentioned here in after.</p> <p>If any Dispute is not resolved in the ordinary course of business, the Parties shall in good faith attempt to resolve the Dispute through negotiation by their representatives. If a Dispute cannot be resolved by negotiation within 1 (one) month of commencement of negotiations, the Dispute may be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act 1996.” All disputes, if arise during the contract period shall be referred to a mutually appointed arbitrator and will be subject to Delhi Jurisdiction only.</p>	
29.	<p>Force Majeure:</p> <p>Force Majeure, shall have the meaning as an event that is beyond the reasonable control of either Party and includes fires, flood, earthquakes, element of nature or acts of God, war, explosion, acts of terrorism, governmental action, change of regulation, riots, insurrection, strikes or labour disputes. Bidder shall not be liable to the other for any breach or delay in the performance of its obligations hereunder if and to the extent that such breach or delay is caused due to a Force Majeure event. Upon occurrence of a Force Majeure event, the non-performing Party shall be excused from further performance of its obligations until such Force Majeure Event ceases to prevents or hinder the performance of those obligations, save and except the obligation of JMI to pay the Bidder for the services already performed.</p>	
30.	<p>JMI’s RIGHT:</p> <p>The JMI reserves the right to reject lowest quotation or all the quotations or accept any quotation or part thereof without assigning any reason. Further BOM as indicated in this Tender Document is subject to change determined by the needs of the University</p>	

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**A. Provisioning of Internet Leased Line**

- ISP will provide 400-Mbps 1:1 Internet Bandwidth through leased line at FTK-CIT, JMI. The link should be up-gradable to 1-Gbps.
- ISP will provide at least 5-Public IP Addresses
- Link is to be provided through fiber
- Link is to be terminated on router/UTM to be provided by the university.
- The ISP will be required to appropriately configure the interface on router/UTM.
- All equipment/accessories required except the router/UTM will be provided by ISP
- ISP will share details of the toll free number/email and contact information of the concerned person/service center for support related issue.
- ISP shall share Complaint Escalation Matrix

AFFIDAVIT ON CRIMINAL LIABILITY

CRIMINAL LIABILITY UNDERTAKING ON RS. 10/- STAMP PAPER

IS/o Mr. Resident of
(Address).....

do solemnly pledge and affirm:-

1. That I am the proprietor/Partner/Director of the
M/s.....

2. That no case of any nature i.e. CBI, Criminal/Income Tax/ Sales Tax/ Blacklisting is pending against the firm at the time of submission of Tender.

Signature of the Tenderer

Rubber Stamp of Tenderer

Mobile No.....

PAN No.....

E-mail

DETAILS OF THE SERVICE PROVIDER / CONTRACTOR

1. Name of Proprietor / Director /Authorised Signatory :
2. Name of the Participating Firm / Company :
3. Postal Address :
4. Telephone/Mobile No. :
5. Email :
6. Tin No. /GST :
7. Firm Registration No. :
(if any)
8. NSIC / MSME Registration No. If any :
9. PAN No. :
(Attach photocopy)
10. Name of the Directors/Partners/ Proprietor of the Firm/Company
11. Bank Account details for RTGS payment
 - a) Beneficiary Name :
 - b) Bank name & Branch Address :
 - c) Account Number :
 - d) IFSC :

(Signature with Seal)

SEQUENCE OF DOCUMENTS TO BE UPLOADED

1. Authorized signatory letter for submitting the bid.
2. Bid Securing Declaration
3. Proof of an established Information Technology Private/Public Company registered under Companies Act, 1956
4. Copies of Company PAN Card, GST Registration
5. Class A ISP License
6. Balance Sheet of last three years or turnover certificate duly attested by CA
7. Proof of Similar documents as mentioned in Annexure-A.
8. Compliance to the Terms and Conditions of the Tender. (As per the format given in Annexure –B)
9. Compliance to the Scope of Work and Technical Specifications. (As per the format given in as per Annexure C)
10. Self-Declaration Certificate of not being blacklisted by any GoI, Central or state organizations as per Annexure – D
11. Details of the Service Provider (Annexure – E)

**(Technical and Financial Bid to be download and
uploaded in the prescribed Excel Format available
on the system only)**

ANNEXURE - F

FORMAT

PRICE BID SCHEDULE

1. Tender No.:

2. Name of the service provider:.....

S.No.	Item	Annual Rate (With 3-Year Contract)	Annual Rate (With 5-Year Contract)	GST%	Total Annual Rate With GST* (With 3-Year Contract)	Total Annual Rate With GST* (With 5-Year Contract)
1	400-Mbps LL 1:1**					
2	500-Mbps LL 1:1**					
3	Installation/Configurati on (One Time Charges)					
4	Total Amount					

Notes:

- *To be paid quarterly after completion of the quarter.
- **JMI will purchase either 400-Mbps or 500-Mbps as per fund availability.
- JMI will finalize the “L1” bidder based on the quoted lowest annual rate either with 3 year contract or 5 year contract and will choose either 400 Mbps or 500 Mbps as per availability of funds.

Signature of Bidder:

Name :

Address :

Contact No. :