

Tender Cost Rs.10,000/- (Ten Thousand only)

F.No.IG/CD/100Mbps/2014
Dated: 14.11.2014

To

M/s _____

**Sub:- Provision of 100 Mbps Internet Bandwidth
through Radio /OFC link (1:1)**

Dear Sir,

The Indira Gandhi National Open University through its Computer Division invites sealed tender from the leading and well established Class A ISPs for providing 100 Mbps Internet Bandwidth through Radio link/OFC line to be used as 100 Mbps (1:1) IGNOU Headquarters at Maidan Garhi, New Delhi for two years on annual basis extendable further. The details of the requirements are contained in the Tender Document.

The tender forms containing the details and conditions duly filled in along with the demand draft for the earnest money in favour of IGNOU for Rs. 1,00,000/- (Rs Four Lac only) should reach Head, Computer Division, New Academic Complex 'A' Block, IGNOU, Maidan Garhi, New Delhi-110068 up to 2:30 pm on **4.12.2014** and shall be opened on the same day at 3.00 pm. The interested tenderers may depute one representative during the opening of the tenders.

A pre-bid meeting of the tenderers for clarification will be held on 25.11.2014 at 3:00 PM in Computer Division, New Academic Complex 'A' Block IGNOU, Maidan Garhi, New Delhi-110068

For any other clarification please contact the undersigned.

Thanking you,

Yours faithfully,

AR CD

INDIRA GANDHI NATIONAL OPEN UNIVERSITY

TENDER DOCUMENT *For*

100 Mbps (1:1) INTERNET BANDWIDTH THROUGH RADIO/OFC LINK

SECTION	-I	Instructions to Tenderers
SECTION	-II	Conditions of Contract
SECTION	-III	Schedule of Requirements
SECTION	-IV	Price Schedule (for quoting price)
SECTION	-V	Contract Form
SECTION	-VI	Annexures

Tender document No.
Date of Issue

IMPORTANT NOTICE

BIDS FROM TENDERERS NOT ACCOMPANIED BY EARNEST MONEY DEPOSIT SHALL BE REJECTED SUMMARILY. INCOMPLETE OFFERS ARE LIABLE TO BE REJECTED. FOR THE TENDERERS GUIDANCE IN SUBMITTING COMPLETE OFFERS, A CHECKLIST (SEE ANNEXURE 3) HAS BEEN ENCLOSED WITH TENDER DOCUMENTS WHICH MUST BE FILLED IN AND FURNISHED WITH THE BID.

Name of the Firm:

Details of Earnest Money Deposit
(See clause 4 of "Instructions to Tenderers")

Seal and signature of the bidder³

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SECTION -1 INSTRUCTIONS TO TENDERERS

1.0 General Instructions

- 1.1 On behalf of the Indira Gandhi National Open University, New Delhi, India, the Assistant Registrar, Computer Division invites tenders from authorized, established, reliable and direct Internet Service Provider (ISP) for requirement as set forth in the "Schedule of Requirements".
- 1.2 All offers in the prescribed formats should be submitted before the time and date fixed for the receipt of offers as set forth in the tender documents. Offers received after the stipulated time and date shall summarily be rejected.
- 1.3 A pre-bid meeting of the tenderers for clarifications if any, will be held on at 3:00 PM in Computer Division, Block A, New Academic Complex, IGNOU, Maidan Garhi, New Delhi-110068

2.0 Specifications

Specifications are indicated in the Schedule of Requirements in SECTION III.

3.0 Compliance with the technical specifications

- 3.1 Equipment/Services shall be in accordance with the stipulated technical specifications. Deviations from the specifications, if any, shall be clearly indicated along with explanations in a separate statement accompanying the quotation.
- 3.2 The Purchaser may accept such specifications that ensure same or higher quality than the specification mentioned in the technical specifications. However, the decision of the Purchaser in this regard shall be final.

4.0 Earnest Money Deposit

- 4.1 Earnest Money deposit (EMD) of Rs. 1,00,000/- (One Lac) should be submitted along with the offer in the cover superscribed as "Tender for Technical bid" as per clause 6.4 (on next page) under "Submission of offer". The EMD shall be in the form of a crossed Demand Draft from any Nationalised Bank drawn in favour of the Indira Gandhi National Open University, payable at New Delhi.
- 4.2 The EMD shall remain with the Purchaser during the period of validity of the offer.
- 4.3 No Interest shall be payable by the Purchaser on the EMD.
- 4.4 The EMD deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect, within the period of validity of his offer.
- 4.5 The EMD of the successful tenderer shall be returned after the contract performance

guarantee as required (Sub-clause 4.1 of the General Conditions of Contract) is furnished.

- 4.6 If the successful tenderers fail to furnish a Contract performance guarantee as specified in sub-clause 4.1 of the General Conditions of Contract, then the Earnest Money shall be liable to be forfeited by the Purchaser.
- 4.7 The EMD of all unsuccessful tenderers shall be returned by the Purchaser after award of contract to the selected successful bidder.
- 4.8 Any tender not accompanied by EMD in the form given in sub-clause 4.1 will- be summarily rejected.

5.0 Pre-qualification Criteria

- 5.1 The Organizations, having a turnover of more than Rs. 300 crores in each of last two years.
- 5.2 The bidder should have experience of executing similar projects of values amounting to at least Rs.5.0 crores in India in last 2 years.
- 5.3 Latest Valid Income Tax Clearance Certificate (ITCC) should be attached.
- 5.4 The tenderer must be at least Class 'A' ISP, NLD and ILD License holder.
- 5.5 The above information should be supported with relevant documents

6.0 Submission of offer

- 6.1 All prices and other information like discounts etc. having a bearing on the price shall be written both in figures and words in the prescribed form. Where there is a difference between amounts quoted in words and figures, the amounts quoted in words shall prevail. **The Excise Duty, Sales Tax etc. as applicable should be quoted separately**, failing which, the purchaser shall have no liability to pay these charges, and the liability shall be that of the tenderer.
- 6.2 Each page of the offer shall be numbered and bear the signature of the tenderer at the bottom. All offers shall be either typewritten or written neatly in indelible ink. Any corrections should be properly authenticated.
- 6.3 The offers must be submitted in the prescribed format as per Clause 1.0 of SECTION IV and Clause 1.0 of SECTION VI and should be addressed to the Head (Computer Division), IGNOU, Maidan Garhi, New Delhi-110068, giving indication that it contains the tender under sealed cover. The vendor may quote for items for one or more category. The offer should be submitted in two separate sealed covers, and both covers must be put in one sealed envelop which shall be addressed to the IGNOU.
- 6.4 The first cover shall be superscribed **"Tender for Technical bid"**. This cover will have
 - A. Covering Letter from Bidder
 - B. Eligibility Documents as per Clause 5.0 above.
 - C. Earnest Money Deposit in original as per the Clause 4.1 above.
 - D. Copy of Company Balance Sheet stating that the turn over of the Bidder is more than Rs. 300 Crores for each of the last two years.

- E. Background information of the company as per Clause 3.0 of SECTION-VI.
- F. Copy of Certificates/P.O. with proof of having executed such similar projects in India.
- G. Copy of Latest Income Tax Clearance Certificate
- H. Demand draft of Rs. 10,000/- (ten thousand) (non-refundable) towards cost of tender document if downloaded from the WEB.

In case EMD and cost of tender document (if download from WEB) is not found, the offer will be rejected summarily. All the enclosures must be flagged and signed by the vendor.

- 6.5 The second cover shall be superscribed, **“Tender for financial bid”**. The financial bid shall be in two parts viz. Part-I giving consolidated rates” and financial bid part-II giving item wise rates” respectively. The financial Bid should contain covering letter from the bidder. Each item should be in five copies. The outer cover in which these two sealed covers are placed should be addressed to the Head (Computer Division), IGNOU, Maidan Garhi, New Delhi-110068, giving indication that it contains the tender. The vendor quoting for multiple categories shall again follow the above for each category separately.

7.0 Tender Opening

- 7.1 Only the “Technical Bid” part of the Tender will be opened on 4.12.2014 at 3:00 p.m. at the office of:

The Head
Computer Division, New Academic Complex,
Block A, Indira Gandhi National Open University (IGNOU),
Maidan Garhi, New Delhi – 110068

- 7.2 One authorised personnel from the company may be present at the time of technical bid opening with the valid authorisation letter. The technically qualified bidders will be informed at a later date if some clarifications are required and they will be formally informed by post the date of the Financial Bid opening at the appropriate time.
- 7.3 In the Financial bid, the prices and other information like discounts etc., having bearing on the price shall be written both in Words and Figures. If there is discrepancy between the price/ information quoted in words and figures, the price/ information quoted in words will be treated as final.
- 7.4 The “technical bids” shall be opened at the scheduled time and date in the first instance in the presence of vendor’s representatives who so ever is present. Only one authorized representative per vendor who has qualified for bidding will be permitted to be present at the time of opening of the tender.
- 7.5 All the items to be supplied should be new, of good quality and standard and as per

specifications mentioned. The selected vendor shall be responsible for total system integration wherever applicable.

8.0 Local conditions

- 8.1 It will be imperative on each tenderer to fully acquaint himself of the entire local conditions and factors, which would have or affect on the performance of the contract and cost. The purchaser shall not entertain any request for clarifications from the tenderer regarding local conditions. No request for the enhancement in price or extension of time schedule of delivery/installation shall be entertained after the Purchaser has accepted the offer.

9.0 Evaluation of offer

- 9.1 Internet Service Providers will be shortlisted by a duly constituted Tender Evaluation Committee (TEC), on the basis of techno-commercial parameters, and if considered necessary, TEC may decide to visit the installation and inspect the services which are being offered by vendor. The short-listed vendors may be called for detailed discussions at a specified date, time and venue, if required. They may be asked to give demonstration of their product/services, if needed.
- 9.2 If the Purchaser considers necessary, he may ask for revised financial bids from the shortlisted vendors which should be submitted ***within two days of intimation to this effect in sealed envelopes on specified date and time***. The revised bids shall not be for amounts more than one quoted earlier for an item, unless the specification is of higher configuration than the earlier ones, by the respective vendor. ***Any vendor quoting higher rates for the same item quoted earlier in their revised financial bid shall be disqualified for further consideration and EMD submitted may be forfeited.***
- 9.3 ***The Financial Bids shall be opened only for the technically qualified vendors as decided by the TEC.***
- 9.4 The Financial bids of the technically qualified vendors only ***shall be opened in the presence of their representative*** on a specified date and time at the Office of the Indira Gandhi National Open University, New Delhi.
- 9.5 The Purchaser reserves the right to select the Networking vendors on the basis of best possible features quoted. The decision of the Purchaser arrived at as above shall be final and representation of any kind shall not be entertained on the above. Any attempt by any Networking Vendor to bring pressure of any kind may disqualify the ISP for the present tender and the Networking Vendor may be liable to be debarred from bidding for the IGNOU tenders in future for a period of three years.
- 9.6 The purchaser shall have no obligation to convey reason for rejection of any bid. It shall be open for the Purchaser to reject even the lowest bidder in the interest of the University and no reasons need be given therefore.

10.0 Acceptance of tender

- 10.1 The Purchaser reserves the right to place the order of services on the successful tenderer for additional services up to 25% of the services specified in "Schedule of Requirements" at the final rates. The tenderers are bound to accept the orders for additional quantity during the validity of the contract.
- 10.2 The tender shall be processed as per standard procedures. The Purchaser, however, reserves the right to reject any tender without disclosing any reason. The Purchaser would not be under obligation to give any clarifications to those vendors whose tenders have been rejected.

11.0 General

- 11.1 The tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding clauses and sub-clauses are completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, may be summarily rejected.

12.0 Last date of receipt of the Tender

- 12.1 The offers complete in all respects should reach office of the Head, Computer Division Indira Gandhi National Open University, New Academic Complex 'A' Block, Maidan Garhi, New Delhi -110 068 not later than by 2.30 p.m. on 4.12.2014

13.0 Effect and validity of offer

- 13.1 The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action or claim, against the Purchaser for rejection of his offer. The Purchaser reserves the right to reject or accept any offer or offers at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the Purchaser.
- 13.2 The offer shall be kept valid for acceptance for a minimum period of 90 (Ninety) calendar days from the date fixed for opening of tenders
- 13.3 The offer shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by the Purchaser to the tenderer. While the offer is under consideration, if necessary, the Purchaser may obtain clarification on the offers by requesting for such information from any or all the tenderers either in writing or through personal contacts as may be considered necessary. Tenderer shall not be permitted to change the substance of their offer after the tender has been opened.
- 13.4 Order shall be placed as per Purchaser's requirements by the Indira Gandhi National Open University, New Delhi on any of the empanelled vendor(s).

- 13.5 The contract shall be valid for a period of Two years which can be further extended by one year subject to satisfactory performance on annual review.
- 13.6 All the terms and conditions for the supply, testing and acceptance, payment terms, penalty etc. shall be as those mentioned herein and no change in the terms and conditions will be acceptable. In case of alterations, if any, in the tender bid shall be attested properly by the tenderer, failing which the tender is liable to be rejected.
- 13.7 The Purchaser shall not be responsible for any delay in submission of the tender bids. The offers submitted by *telex/telegram/fax/photocopy or e-mail would not be considered* as a valid offer and not considered. No further correspondence will be entertained on this matter.
- 13.8 In the event, the vendor's company or concerned division of the company is taken over/bought over by another company, all the obligations under the agreement with the Purchaser shall be passed on to the new company/division for compliance by the new company on the negotiations.
- 13.9 All panel ISPs will automatically agree honouring all aspects of fair trade practices in executing the purchase orders placed by the Purchaser by responding to this tender.
- 13.10 If the name of the product is changed for describing substantially the same product in a renamed form, then all techno-financial benefits agreed, with respect to the original product shall be passed on to the Purchaser and the obligations of the vendor towards the Purchaser in respect to the product with old name shall be passed on to the product so renamed.
- 13.11 The Registration number of the firm along with CST number allotted by the Sales Tax authorities shall invariably be given in the alongwith relevant documents.
- 13.12 In the case of tenderers whose tenders are not considered for placing order, the earnest money deposit shall be refunded without any interest within one month of the decision. In the case of tenderers whose tender are accepted for placing the order, the tenderers shall give Security Deposit equivalent to 10% (ten percent) by way of demand draft of the value of the contract as security deposit/performance guarantee, which will be valid for the entire period of the contract plus two month.
- 13.13 The services must be provided on turnkey basis as mentioned in Schedule of Requirements at designated place. Initial Evaluation tests may be conducted. The acceptance tests may include the running of the evaluation test as conducted during selection of the Networking Vendor. The services must give same performance results as certified by the Networking Vendor or shown during the initial performance evaluation tests. The delivered items should also conform and contain the same subsystem (brand/manufacturer) as are given in the tender. Failure to fulfil any of the above mentioned conditions will entail cancellation of the purchase order in addition to invoking of the Bank Guarantee.

- 13.14 During the validity of the panel including the extended period, if any, in terms of sub clause- 13.5 above, if the vendor sells any system or sub-system of the same or equivalent configuration to any other Department/Organisation in India at a price lower than the price fixed for the Purchaser, the vendor shall automatically pass on the benefits to the Purchaser.
- 13.15 In case the Purchaser sees that the market rates have come down from the time when rates were finalised in the rate contract/order or there is a need for selection of new system configuration based on market trends, the Purchaser, may ask the technically short listed vendors to re-quote the prices and the vendor shall be selected on the basis of procedure given earlier. The time difference between such re-quotes shall be minimum 3 months except in case of the Union Government budget.
- 13.16 **The university reserves the right to award the contract to any of the bidders irrespective of not being lowest, taking into consideration the interest of the University and in this respect, the decision of the University shall be final.**

14 Check List

- 14.1 An indicative Check List has been included at Annexure-4 of this document. This has been designed to help the tenderer in submitting complete offer. An incomplete offer is liable to be rejected.

The tenderers must fill this checklist and submit along with their offer in their own interest.

SECTION - II GENERAL CONDITIONS OF CONTRACT

1.0 Definitions and interpretation

In the contract, unless the context otherwise requires:

- 1.1 "Acceptance of Tender" means the letter communicating to the Vendor the acceptance of his tender and includes an advance acceptance of his tender.
- 1.2 "Contract" means and includes Bid Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Schedule of Requirements, particulars and other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Vendor and a formal agreement, if executed.
- 1.3 "Purchaser" means and includes an officer who is authorised on behalf of the Indira Gandhi National Open University to place the order.

2.0 Background Information

- 2.1 The Vendor shall provide the following information with the technical bid to provide background information on vendor to TEC. Weight age will be given to the vendors on point basis for the following details.
 - a) Similar jobs as described by the purchaser in the Schedule of Requirements, undertaken on turnkey basis or even otherwise during last two years.
 - b) Delivery period from the date of placement of the firm Purchase Order.
 - c) Warranty of the products offered.
 - d) After warranty maintenance (annual).
 - e) Annual turnover and balance sheet in respect of last 2 years.
 - f) Customer support strength.
 - g) Certification for Class 'A' ISP
 - h) Certification for NLD License
 - i) Certification for owner of International Gateway having valid ILD license number
 - j) ILD License number

Above information should be provided in the format as given in Clause 3.0, SECTION-VI with all the relevant enclosures, copies of the certificate etc. in support of the above information.

3.0 Penalty for delay in commissioning

- 3.1 The schedule to be given for testing and acceptance and/or delivery and installation at site is to be strictly adhered to in view of the strict time schedule for implementation of various projects of the Purchaser as time is essence of the contract. Any unjustified and unacceptable delay in delivery beyond the delivery schedule as per Purchase order (which shall not be less than 6 to 8 weeks from the date of issue of purchase order) shall render the vendor liable for liquidated damages by way of penalty at the rate of 1.5% (one and one half percent) per week subject to a maximum of TEN weeks and thereafter the Purchaser holds the option for cancellation of the order of pending supply and procure the same from any other vendor and invoke the Bank Guarantee of the vendor. In addition, the vendor shall also be liable to pay the Purchaser a cancellation ***charge of 8½% (eight and a half percent) of the value of unsupplied items***. The purchaser may deduct such sum from any moneys in their hands due or to become due to vendor. The payment or deduction of such sums shall not relieve the vendor from his obligations to complete the process of commissioning or from his other obligations and liabilities under the contract.
- 3.2 The decision of the authority placing the order, whether the delay in commissioning has taken place on account of reasons attributed to the vendor shall be final.

4.0 Performance Guarantee Bond

- 4.1 After an acceptance of tender is issued by the Purchaser, the vendor shall furnish a Performance Guarantee Bond as stated in clause 13.12 “Instruction to Tenderers” of SECTION I within 15 days from the receipt of the advance Acceptance of the Tender by the Purchaser.
- 4.2 If the vendor, having been called upon by the Purchaser to furnish Performance Guarantee Bond fails to furnish the same, it shall be lawful for the purchaser:-
- a) to recover the amount of the bond from the vendor by deducting the amount from any pending bills of the vendor under any contract with Purchaser or the Government or any person contracting through the Purchaser or otherwise howsoever, or
 - b) to cancel the contract and to purchase the equipments at the risk and cost of the vendor.
- 4.3 On performance and completion of the contract in all respects, the Performance Guarantee Bond will be returned to the vendor without any interest.

5.0 Delivery

- 5.1 The vendor shall, as may be required by the purchaser, deliver/offer the internet services at the places detailed in the contract.
- 5.2 The service of the stores ordered as and when by the purchaser shall be offered not later than the dates specified in the contract. The delivery will not be deemed to be complete until and unless the stores are inspected and accepted by the Purchaser as provided in the contract.

6.0 Inspection of services/materials

- 6.1 Inspection of the services/materials may be done at the actual sites of installation by the committee nominated for the purpose. On the material being found acceptable to the committee, acceptance certificate would be given to the vendor, who will attach this certificate to the bill for payment.
- 6.2 Wherever it is considered necessary, testing and acceptance will be done at the site of the Purchaser's offices in the States. All aspects of safe delivery up to the site of installation shall be the sole and exclusive responsibility of the vendor. The Purchaser reserves the right to reject any item, if found unsuitable and/or not conforming to the approved specifications.

7.0 Consequence of rejections

- 7.1 If services offered are rejected by the interim Consignee or Consignee at the destination, the vendor fails to make satisfactory supplies within the stipulated period of delivery, the Purchaser shall be at liberty to:
- a) require the vendor to replace the rejected stores forthwith but in any event not later than a period of 21 days from the date of rejection and the vendor shall bear all cost of such replacement including freight, if any, on such replacement and replaced stores not be entitled to any extra payment on that or any other account; or
 - b) purchase or authorise the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with particulars are not readily available, in the opinion of the purchaser, which shall be final) without notice to the vendor at his risk and cost and without affecting the vendor's liability as regards the supply of any further instalment due under the contract; or
 - c) cancel the contract and purchase or authorise the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not readily available, in the opinion of the Purchaser, which shall be final) at the risk and cost of the vendor. Such a liability shall be, notwithstanding, the liability under sub-clause 3.1 above.

8.0 Freight & Taxes

- 8.1 The prices should be inclusive of freight up to the site of installation. Octroi Duty and Special Taxes, if any, shall be borne by the vendor.

9.0 Safety Measures

- 9.1 The vendor shall take all precautionary measures in order to ensure the safety of their personnel (his representative, agent, sub-vendors or workmen) working in the office while executing the work.
- 9.2 The vendor shall ensure that unauthorised, careless or inadvertent operation of installed equipment, which may result in accident to their staff and or damage to the equipment does not occur.
- 9.3 The vendor shall assume all liability for and give to the Purchaser the complete indemnity against all actions, suits, claims, demands cost charges or expenses arising out of and in connection with any accident, death or injury, sustained by any of their person or persons within the office premises and any loss or damage to the Purchaser's properly sustained due to the act or omissions of the vendor irrespective of whether such liability arises under the workman compensation act or any other statute in force from time to time.

10.0 Payment Terms

- 10.1 No part of the contract price shall become due or payable until the vendor has delivered and installed the items and provided service to the complete satisfaction of the purchaser. Payment shall be made subject to recoveries, if any.
- 10.2 A pre-receipted bill shall be submitted in duplicate in the name of IGNOU at the location mentioned in the purchase order. It shall be done soon after the delivery and installation of the items along with a copy of the duly receipted delivery challan and original excise duty gate pass, if any.
- 10.3 Payment will be made on quarterly basis and it will be made only after the satisfactory report from computer division is obtained and attached with the bill.
- 10.4 In case there is price reduction in service components during the contract period then the vendor (ISP) will pass on all such benefits to IGNOU without claiming by the purchaser.

11.0 Warranty

- 11.1 The internet services with related equipments installed by the vendor, shall have a comprehensive onsite warranty for the entire period of the Service Contract after the successful commissioning and acceptance.
- 11.2 The bidder shall ensure an uptime of 99.95% for the entire duration.

- 11.3 In case the Purchaser opts to maintain the items in-house, the vendor shall make available to the Purchaser all necessary address or equivalent spares, without upsetting the compatibility/ performance of any part of items, for a period of at least three years on completion of the warranty period. This shall be binding on the vendor under the Terms and Conditions of the Purchase Order to be placed on finalisation of the tender process.
- 11.4 ISP will ensure maintaining services from the nearest service centre which should be well equipped with service engineers and sufficient spares. The maintenance call should be attended on the same day, if the calls are received in the morning and only next day if the calls received in afternoon for all those locations where Vendor is having service centre/service engineers.
- (a) During the warranty period vendor will maintain at their Regional support centres recommended spare part (RSP) for all the components so as to provide spares on demand for keeping machines up. As such, the vendor will ensure sufficient number of RSPs for keeping the machines down for a minimal period, for want of spare parts. Vendor will further ensure spare parts availability even after the warranty is over. This will be ensured for a period of at least two years after the warranty is over.
- (b) In case the service is down because of faulty parts as supplied by the ISP then the ISP shall have to replace the faulty system by another working system having similar or higher configuration immediately without any further cost to IGNOU.

12.0 Penalty for Downtime

- 12.1 If the services remain down for any reason from 4 hours to 24 hours including Saturday and Sunday then 0.5% of the proportionate contract value will be deducted as penalty and if services remain down from 24 hours to one week including Saturdays, Sundays, and holidays then 1% of the proportionate contract value will be deducted as penalty. While calculating penalty, Point 2 of Clause 2.0 under SECTION III will also be considered for Round Trip Delay.
- 12.2 If, however, services remain down for more than a week then 2% of the proportionate contract value will be deducted as penalty for each such weeks up to a month after which the amount will be debited from Security Deposit and the purchaser will have right to cancel the order and go for any other ISP.
- 12.3 Hour to hour report will be maintained by the Computer Division for the service using a software available in the Computer Division and remarks of the Computer Division shall be final in respect to invoking penalty uptime.
- 12.4 As this service is very important and needs constant monitoring, in order to rectify the faults quickly, two service engineers may be required to be stationed in Computer Division on all the working days including Saturdays & Sundays. This will be however on total discretion of IGNOU in case if demands for additional payment.

13.0 Settlement of Dispute & Jurisdiction :

13.1 In case a disputer arises out of or in relation to this agreement or any provision of it, the same shall be tried to be resolved by mutual discussions between the parties within a period of two months failing which only regular courts at Delhi / New Delhi will have the jurisdiction to adjudicate upon the matter.

14.0 Right to award the contract

14.1 The University reserves the right to award the contract to any of the bidders irrespective of not being lowest, taking into consideration of interest of the university and in this respect, the decision of the university shall be final.

Section – III

Schedule of Requirements

1.0 Requirement of 100 Mbps Internet Bandwidth through Radio/OFC Link (1:1) separately

IGNOU has launched a major initiative in Internet and Web based learning. Its strategy is to use several options to facilitate student on line access. IGNOU main campus in Delhi houses a number of servers for web hosting, messaging system, several application servers apart from proxy servers to facilitate students in on-line access and provide various support for students registration, evaluation, courseware delivery, and on-line discussion with the faculty members. There is a huge requirement of e-services for learning, delivery, operations and so on. Presently, IGNOU has 100 Mbps (1:1) RF link connectivity from RELIANCE.

In order to have competitive and best pricing, IGNOU invites bids from reputed ISPs, initially for a period of two years which may further be extended on mutual agreement basis for the services required as below:-

Vendor should also quote for aggregated 100 Mbps (1:1) uncompressed symmetrical bandwidth with responsibility to distribute the bandwidth on 2 Ethernet port each with provision of minimum guaranteed 30 Mbps and burstable to 100 Mbps. The vendor should be direct ISP (with valid licenses) and preferably should have multiple internet gateways. No intermediaries will be allowed. They should have quality experience in providing ISP facilities.

Existing system environment at IGNOU, New Delhi

Network has Cisco ME 3800 X, Fortigate 1000C Firewall and Cisco 2960 G connected further to switches in Client/Server environment.

2.0 Service Level Agreement Benchmarks

A detailed Service Level Agreement (SLA) is required to maintain effective quality of service. Minimum requirements of the SLA are listed below.

2.1 Service Availability

Availability

Services for IP network shall be provided at a level of 99.95% uptime guaranteed. This shall apply to Services provided on network between landings up to IP router port offered by the service provider. In the event that service levels fall below 99.95%, penalty will be levied as per Clause 12.0 of SECTION II of the tender document.

2.2 Round Trip delay /IP Layer Connectivity

The average monthly round trip delay (two ways, going plus coming back) measured over a calendar month from the IP gateway router port of IGNOU, New Delhi to the IP port of the first hop router of upstream provider shall not be greater than 120msec. The average monthly round trip delay of first hop in USA or other country pop of the service provider shall not be more than 250 msec in all cases.

Measurement shall be done by ping tests conducted over ten minutes intervals by sending 10 UNIX based packets of data each consisting of 52 to 100 bytes.

The average monthly packet drop to the last hop router in any PoP of the Service Provider shall be 0% measured over a calendar month from the IP gateway router port of IGNOU, New Delhi.

Following compensations shall be provided by the service provider in case of the violation of the above clauses.

Round-Trip Delay	Packet Loss	Compensations
>290msec<330msec		24 hour service charges
>330 msec		7 Days service charges
	Greater than 1%	7 Days service charges

Service Provider shall provide complete address of the Service Assurance Agent (SAA)/

Responder for SLA monitoring from IGNOU, New Delhi.

In case the above mentioned parameters exceed for consecutive three months then IGNOU, NEW DELHI shall have the right to terminate the Service Agreement with the Service provider.

2.3 Compensation due for failure to meet “Availability” or “Latency” guarantees will be adjusted from monthly lease payment.

2.4 The total maximum aggregate compensation payable by service provider to IGNOU, NEW DELHI in any 12 Months period in respect of failure to meet the latency guarantee for a service shall be limited to two months rental for such service.

2.5 Failures, interruptions, defects or delays in transmission due to any of the following reasons shall not count toward the calculation of service downtime.

(a) To test the Service after mutual agreement between IGNOU, NEW DELHI and service provider although no fault has been detected or reported.

(b) The Service being modified or altered in any way after mutual agreement between IGNOU, NEW DELHI and Service provider

(c) Any Force Majeure event; any interruptions resulting from defects or failures in the IGNOU, NEW DELHI end apparatus.

2.6 Service provider shall have a reliable and efficient Intrusion detection and Mitigation system to block DoS and DDoS attack over the offered link. The details of the setup need to be provided.

2.7 The Service provider shall have a remote triggered Black holing mechanism for IGNOU, NEW DELHI to Black hole the prefixes within the provider network based on BGP communities.

2.8 The Service provider shall provide a list of public/ private peering with autonomous systems along with the number of received prefixes and bandwidth as well as bandwidth with each peering autonomous system at each POP.

2.9 The bidder shall allow remote Black holing of malicious IP addresses through BGP announcements.

2.10 The service provider shall provide web based real time bandwidth monitoring and reporting software with records of packet loss and bandwidth usage at five minutes intervals. The service provider shall also provide packet loss and latency statistics at different PoPs throughout their network.

2.11 The service provider shall also provide web-based network monitoring tools for all its PoPs.

Section – IV Price Schedule (for Quoting Price)

1.0 Financial Bid

FORMAT FOR FINANCIAL BID

100 Mbps Internet bandwidth through Radio LinkOFC (1:1)	Rates for one year (a)	Different equipments required	Rates for the equipments (b)	Any charges other ©	Total charges (a)+(b)+(c)
100 Mbps (1:1) uncompressed symmetrical based with distribution over 2 Ethernet port each with minimum 30 Mbps burstable upto 100 Mbps					
				Grand total:	

Any other charges like WPC etc. must also be mentioned explicitly:

Signature and seal of the Vendor:

Date:

Section – V Contract Form

AGREEMENT BETWEEN INDIRA GANDHI NATIONAL OPEN UNIVERSITY

AND M/s -----PVT LTD.

This agreement made on this day----- between the Indira Gandhi national Open University established under the act of parliament (no. 50 of 1985) and having its office at Maidan Garhi, New Delhi-110068 (hereinafter referred to as the “University”) and represented by the Registrar, Administration of one part and ----- of the other part.

Whereas the M/s----- engaged in the business of providing Internet Services.

And Whereas the University is desirous of availing the services of M/s----- for providing 100 Mbps (1:1) internet bandwidth services in Delhi at Maidan Garhi..

Now it is hereby agreed by and between the parties here to as follows.

M/s----- shall provide the internet services specified in Section-III, Clauses 1.0 & 2.0 which are part of this Agreement on terms and conditions hereafter mentioned.

1.0 PERFORMANCE GUARANTEE BOND

After acceptance of tender is issued by the Purchaser, the vendor shall furnish Performance Guarantee Bond by way of Bank Draft alongwith the acceptance of the award of contract as stated in clause 2.0 of SECTION 2 “Conditions of Contract” within 15 days from the receipt of the Acceptance of the Tender by the Purchaser.

If the vendor, having been called upon by the Purchaser to furnish Performance Guarantee Bond, fails to furnish the same, it shall be lawful for the purchaser:-

- a) to recover the amount of the bond from the vendor by deducting the amount from any pending bill of the vendor under any contract with Purchaser or the Government or any person contracting through the Purchaser or otherwise howsoever, or
- b) to cancel the contract and to purchase the equipments at the risk and cost of the vendor.

On completion of the contract in all respects, the Performance Guarantee Bond will be returned to the vendor without any interest.

2.0 TERMS OF AGREEMENT

The agreement shall remain in force initially for two years on yearly basis starting from _____ for providing internet services specified in SECTION III Clause 1.0 & 2.0 of tender document. It may be renewed for further period of one year on mutual consent. It shall be open to either of the party to terminate this agreement at any time by giving three months notice to the other party, in writing except in the event of failure of the contractor to comply with the other terms and conditions in which event the agreement shall be terminated without giving any notice and the decision of the University in this regard shall be final and binding upon M/s _____.

3.0 MAINTENANCE

- i The internet services with related equipments installed by the vendor, shall have a comprehensive onsite warranty for the entire period of the Service Contract after the successful commissioning and acceptance.
- ii. The bidder shall ensure an uptime of 99.95% for the entire duration.

- iii ISP will ensure maintaining services from the nearest service centre which should be well equipped with service engineers and sufficient spares. The maintenance call should be attended on the same day.

(a) In case the service is down because of faulty parts as supplied by the ISP then the ISP shall have to replace the faulty system by another working system having similar or higher configuration immediately without any further cost to IGNOU.

4.0 PAYMENT

The charges for 100Mbps (1:1) internet bandwidth shall be maximum of the Rs. _____ for one year. Payment for the contract will be made to service provider on quarterly basis only after receiving satisfactory report in every quarter from the Computer Division and after the expiry of said period as per the rates quoted in commercial terms. In case the services remain down, the penalty as mentioned at Clause 6 of column "Penalty for Downtime" below of this Agreement shall be imposed.

5.0 TRAVEL EXPENSES

No travel expenses will be borne by IGNOU. The company is bound to provide these services at all locations of IGNOU.

6.0 CALL ATTENDANCE AND PENALTY

Penalty for Downtime

- i. If the services remain down for any reason from 4 hours to 24 hours including Saturday and Sunday then 0.5% of the proportionate contract value will be deducted as penalty and if services remain down from 24 hours to one week including Saturdays, Sundays, and holidays then 1% of the proportionate contract value will be deducted as penalty. While calculating penalty, Point 2 of Clause 2.0 under SECTION II will also be considered for Round Trip Delay.
- ii. If, however, services remain down for more than a week then 2% of the proportionate contract value will be deducted as penalty for each such weeks up to a month after which the amount will be debited from Security Deposit and the purchaser will have right to cancel the order and go for any other ISP.
- iii. Hour to hour report will be maintained by the Computer Division for the service using a software available in the Computer Division.
- iv. As this service is very important and needs constant monitoring, in order to rectify the faults quickly, two service engineers are required to be stationed in Computer Division on all the working days including Saturdays & Sundays.

7.0 ADDITIONAL CLAUSES

- A) An event of default shall mean and include Service Provider's failure to discharge any obligations undertaken in this agreement or a short coming in the quality and or standard of the services in the opinion of University officials.
- B) That whenever an event of default occurs, university shall serve a written notice on Service Provider or communicate through the Complaint Register bringing to his notice the event of default discontinuance failure or shortcoming and service provider shall restore the services and in case services are not restored and/or the shortcoming is not removed within seven days the university apart from recovering the penalties shall also have a right to immediately terminate this agreement and forfeit the earnest money without prior written consent of the other parties. The obligations undertaken hereto shall not apply to any information obtained which is or becomes published or is otherwise generally available to the public other than in consequence of any willful or

negligent act or omission of either of the parties hereto or any of their or its employees and such obligations shall survive the termination of this Agreement.

8.0 INDEMNITIES

M/s----- Pvt. Ltd. / contractor has agreed to bear the responsibility for any claims, demands, persecution, or actions against the university arising out of this agreement and as a result of any action or omission by M/s----- Pvt. Ltd. or any of its employees or in case of any legal action by any person employed by M/s----- Pvt. Ltd. under this agreement and has undertaken to keep the university indemnified against all losses and damages suffered, including expenses incurred by the University defending the claim (inclusive of legal expenses) as a result of any such claim, demands, proceedings, prosecutions or actions. The parties have agreed that this provision shall survive termination of this agreement and M/s----- Pvt. Ltd. has agreed to clear the amounts claimed by the university under this clause within 15(Fifteen) days the date when the demand is made.

9.0 REPRESENTATIONS AND WARRANTIES

The parties hereby present and warrants to each other that:

- (i) It has the power and authority to sign this agreement, perform and comply with its duties and obligation this agreement
- (ii) This agreement constitutes legal. Valid and binding obligations enforceable against it is accordance with the terms hereof
- (iii) That the execution, delivery and performance of this agreement have been duly authorized by all requisite action and will not constitute avocation of
 - (a) any statute, judgement, order, decree or regulation of any court, government instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions or
 - (b) any other documents or to the best of its knowledge any indenture , contract or agreement to which is a party or by which it may be bound
- (iv) there are no actions, suits or proceeding pending against it before any court governmental instrumentality or arbitral tribunal that restrain it from performing its duties and obligations under this agreement and
- (v) no representation or warranty made herein contain any untrue statement.

10.0 CONFIDENTIALITY

Parties undertake to treat this Agreement and each of terms as confidential Neither party shall disclose to any third party the existence or the terms of this agreement without the prior written consent of the other parties. The obligations undertaken hereto shall not apply to any information obtained which is or becomes published or is otherwise generally available to the public other than in consequence of their or its employees and such obligations survive the termination of this Agreement.

11.0 SEVERABILITY

Any law restraining the validity and enforceability of any provision of this agreement shall not affect the validity or enforceability of the remaining provisions hereof and this Agreement shall be deemed as not containing the invalid provisions. The remaining provisions of this Agreement shall remain in full force and effect, unless the valid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining Agreement In such a case, the parties to this Agreement shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.

12.0 NOTICES

If any notice, approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered mail with postage fully paid, or transmitted by facsimile (with postage prepaid) to the address specified below or to such other address as may,

from time to time, be given by each party to the party in writing and in the manner herein before provided:

i) **University: Registrar, Indira Gandhi National Open University
Main Campus, Maidan Garhi, New
Delhi**

ii) **M/s** M/s -----

If any notice, approval, consent and or other notification required or permitted to be given hereunder shall be deemed to have been given on the date of receipt when personally delivered, on the date seven(7) days after having been posted when transmitted by registered mail or on the date of transmission with confirmed answer back. When transmitted by facsimile.

13.0 DISPUTE RESOLUTION & JURISDICTION

If any dispute difference of any kind whatsoever shall arise between the parties in connection with or arising out of this Agreement or out of the breach, termination or invalidity of the Agreement hereof, the parties shall resolve them by resort to the following in the order so mentioned.

Parties shall attempt for a period of 30 days after receipt of notice by the other party of the existence of a dispute to settle such dispute In the first instance by mutual discussions between the parties.

If the dispute cannot be settled by mutual discussions within 30 days as provided herein, regular courts at Delhi/ New Delhi only will have to exclusive jurisdiction to adjudicate upon the matter.

14.0 MATTERS NOT PROVIDED IN THE AGREEMENT

If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein , the Parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

15.0 ASSIGNMENT /AMENDMENT

M/s----- shall have no right to assign its obligations under this Agreement without a written approval and permission from the University to any other firm or company. Further no amendment or change hereof or addition hereto shall be effective or binding on either of the Parties hereto unless set forth in writing and executed by the respective duly authorized representatives of each of the parties hereto.

16.0 HEADINGS

The headings used in this Agreement are inserted for convenience reference only and shall not effect the interpretation of the respective clauses and paragraphs of this Agreement.

17. SURVIVAL OF RIGHT AND OBLIGATION

Termination of this Agreement for any cause shall not release the Parties from any liabilities which at the time of termination already accrued to such party or which thereafter may accrue of any act or omission prior such termination.

18.0 NO PARTNERSHIP

Nothing in this Agreement shall be deemed to constitute a partnership between the parties nor constitute any party an agent of any other party for any purpose.

19.0 THE AGREEMENT

This document together with SECTION III Clause 2 attached hereto signed by both parties shall constitute the entire binding agreement between _____ and the University.

Signed on behalf of IGNOU

Signed on behalf M/s-----

Name.....

Name.....

Title REGISTRAR (ADMINISTRATION) Title REGIONAL SUPPORT MGR

Place N. Delhi

Place N. Delhi

Date

Date

Authorized Signature

Authorized Signature

Section – VI-Annexures

1.0 Technical Bid (Annexure-1)

FORMAT FOR TECHNICAL BID

- | | | |
|------|--|----------|
| 1.1 | Turnover of the firm March ending 2013 Rs._____ | At page: |
| | Turnover of the firm March ending 2014 Rs._____ | At page: |
| 1.2 | Experience of executing similar projects valuing Rs.5.0 crores with copies of P.O.s (in India) | At page: |
| 1.3 | Latest Income Tax Clearance Certificate | At page: |
| 1.4 | EMD Details | At page: |
| 1.5 | Tender Document cost details if downloaded from site: | At page |
| 1.6 | Background information of the firm as per Annex-3 | At page |
| 1.7 | Certification for Class 'A' ISP | At page |
| 1.8 | Certification for NLD License | At page |
| 1.9 | Certification for owner of International Gateway having valid ILD license number | At page |
| 1.10 | ILD License number | |

SIGNATURE:

DATE:

The above details must be submitted by the covering letter duly signed by the bidder.

2.0 Performa for Statement of Deviation from Technical Specifications-Annexure-2
(Please see clause 3.1 of Instructions to Tenderers')

The following are the particulars of deviations from the requirements of the technical specifications:-

CLAUSE	DEVIATION	REMARKS (Including justification)
---------------	------------------	--

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

3.0 Background Information (Performa)-Annexure-3

Name of the Company

(a) SI. No.	Address of the Branch	Telephone No./Mobile number Fax No.	E-mail address	No. of Qualified engineer
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(b) Customer Support Strength

Sl. No.	Turnover of the organisation Past two years 2012-13 2013-14	in No. of work orders executed On ISP connections with Total value
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(d) Sl. NO.	Items quoted with make & OEM Model	Authorised distributor Yes/No.
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- (e) Similar jobs as described by the purchaser in the Schedule of Requirements, undertaken on turnkey basis or even otherwise during last four years.
- (f) Delivery period from the date of placement of the firm Purchase Order.
- (g) Warranty of the products offered.
- (h) After warranty maintenance (annual).
- (i) Annual turnover and balance sheet in respect of last 2 years.
- (j) Customer support strength

4.0 Check List-Annexure-4
See Clause 14.1 of 'Instruction to Tenderers'

(The check list must be filled in and furnished with the Bid)

Has this Bid document been issued to you?	Yes/No
Have you submitted the Earnest Money Deposit?	Yes/No
Have you furnished the Performance Statement?	Yes/No
Have you furnished the Statement of Deviations from Technical Specifications?	Yes/No
Have you included prices of all accessories in the price?	Yes/No
Have you quoted for all the Optional Components?	Yes/No
Have you quoted delivery period correctly and precisely?	Yes/No
Have you kept your offer valid for 90 days from the date of opening of the bid?	Yes/No
Have you attached the list of service personnel available for the service	Yes/No
Have you attached the plan of how you will provide internet service specified in "Schedule of Requirements" SECTION III	Yes/No
Have you furnished ITCC (Income Tax Clearance Certificate)	Yes/No