

CENTRAL UNIVERSITY OF RAJASTHAN
Bandarsindri, Kishangarh- 305817 Distt.: Ajmer, Rajasthan



TENDER NOTICE & DOCUMENT FOR

**Supply, Installation and Maintenance of 155 Mbps 1:1
Dedicated Unshared Internet Leased Bandwidth requirements over
Fiber at Central University of Rajasthan, (03) three years.**

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राजस्थान केन्द्रीय विश्वविद्यालय

(संसद के अधिनियम के तहत स्थापित केन्द्रीय विश्वविद्यालय)
राष्ट्रीय राजमार्ग-8, बांदरसिन्दरी, किशनगढ़-305817
जिला-अजमेर (राजस्थान) भारत
दूरभाष (का.):+91-1463-238755, फ़ैक्स: +91-1463-238722
वेबसाइट: <http://www.curaj.ac.in>, ईमेल: info@curaj.ac.in



Central University of Rajasthan

(A Central University by an Act of Parliament)
N.H.8, Bandarsindri, Kishangarh-305817
District - Ajmer (Rajasthan) INDIA
Phone (O):+91-1463-238755, Fax:+91-1463-238722
Website:<http://www.curaj.ac.in>, Email:info@curaj.ac.in

(1) Schedule of Tender

Tender document for the Supply, Installation and Maintenance of 155 Mbps 1:1 Dedicated Unshared Internet Leased Bandwidth requirements over Fiber at Central University of Rajasthan, (03) three years.

Sealed tenders are invited from the respective Internet Service Provider for **Supply, Installation and Maintenance of 155 Mbps 1:1 Dedicated Unshared Internet Leased Bandwidth requirements over Fiber at Central University of Rajasthan, (03) three years** with “Part A” as Technical Bids and “Part B” as Financial Bids. The details are as follows:

S. No.	Name of the Item	Amount of E.M.D/Bid Security	Tender Fee*
1.	Internet Leased Line 155 Mbps 1:1dedicated wired Internet Leased Line Uncompressed andUnshared over Fiber optics cable	Rs. 24,000.00	Rs.1000/- Tender fee Nil if downloaded from website.

Tender Document upload (publish) date/time: 09-08-2019 at 4.00 P.M.

Last Date of Submission of Tender03-09-2019 (up to 2 .00 P.M.)

Date of opening of Tender (Technical Bid): 03-09-2019 at 3.00 P.M.

Type of Tender: Two Bid Systems. (Rule 163 GFR 2017)


Mode of EMD and Tender Fee: Bidders should send separate D.D. for Tender fee (non-refundable) and EMD (Refundable without any Interest) in favour of Central University of Rajasthan, payable at Kishangarh/ Bandarsindri.

NOTE:

- 1. If the tender is not opened on the above date, due to unforeseen circumstances, then the next working day will be considered as tender opening date.**
- 2. The bidders who fail to submit the required tender fee and EMD, their techno financial bids will not be considered for opening.**
- 3. Bidder or their authorized representatives may attend the opening of the tender.**

CENTRAL UNIVERSITY OF RAJASTHAN
NH-8 Jaipur-Ajmer, Bandarsindri, Kishangarh-305817, Dist. Ajmer

(2.) Tender Notice for the Supply, Installation and Maintenance of 155 Mbps 1:1 Dedicated Unshared Internet Leased Bandwidth requirements over Fiber at Central University of Rajasthan, (03) three years.



Central University of Rajasthan
NH-8 Bandarsindri, Kishangarh, Distt-Ajmer-305817
Tel: 01463 - 238755 Website www.curaj.ac.in.

Ref.: CURAJ/Purchase/Lease line/Tender/2019-20/ 1843 09-08-2019

TENDER NOTICE

Sealed quotations are invited from the Authorized Internet Service Providers (ISP's) for the Supply, Installation and maintenance of 155 Mbps 1:1 Dedicated Unshared Internet Leased Bandwidth requirements over Fiber at Central University of Rajasthan, (03) three years. Quotations completed in all respects along with technical and price bids should reach the office of the undersigned on or before 03-09-2019 up to 02.00 P.M. Technical Bids will be opened on same day at 3.00 P.M. in the presence of available bidders, if any. For further details, please visit our website www.curaj.ac.in and CPP Portal i.e. <https://eprocure.gov.in>

Registrar

राजस्थान केन्द्रीय विश्वविद्यालय में फाइबर के लिये 155 एमबीपीएस 1:1 डैडिकेटेड, अनशेयरड इनटरनेट लीज्ड बैंडविथ की आवश्यकता की आपूर्ति,, स्थापना एवं रख-रखाव के लिये निविदा सूचना



राजस्थान केन्द्रीय विश्वविद्यालय
राष्ट्रीय राजमार्ग 8, किशनगढ़ जिला अजमेर 305817
दूरभाष: 01463— 238755 वेबसाइट www.curaj.ac.in

सी0यू0आर0ए0जे0 / कय / लीजलाईन / टेण्डर / 2019-20 / 1843 09-08-2019

निविदा सूचना

राजस्थान केन्द्रीय विश्वविद्यालय में फाइबर के लिये 155 एमबीपीएस 1:1 डैडिकेटेड, अनशेयरड इनटरनेट लीज्ड बैंडविथ की आवश्यकता की आपूर्ति,, स्थापना एवं रख-रखाव के लिये निर्माताओं/अधिकृत विक्रेताओं/फर्मों से मुहर बंद निविदायें आमंत्रित की जाती हैं। इच्छुक निविदाकर्ता मुहर बंद लिफाफे में पूर्ण रूप से भरी हुई निविदा (तकनीकी और वित्तीय) अधोहस्ताक्षरकर्ता के कार्यालय में दिनांक 03.09.2019 को अपराह्न 02.00 बजे तक भेज सकते हैं। प्राप्त निविदायें उसी दिन अपराह्न 3.00 बजे निविदाकर्ताओं की उपस्थिति में खोली जायेंगी, यदि हो तो। निविदा सूचना एवं विस्तृत जानकारी विश्वविद्यालय वेबसाइट www.curaj.ac.in एवं CPP Portal <https://eprocure.gov.in> पर उपलब्ध है।

कुलसचिव

(3) Important Notes to the Bidder:

Central University of Rajasthan, Bandarsindri, invites tenders under “2 Bid system” for **Supply, Installation and Maintenance of 155 Mbps 1:1 Dedicated Unshared Internet Leased Bandwidth requirements over Fiber at Central University of Rajasthan, (03) three years** as per the specifications given in the item specifications as “**Annexure A**”.

1. Tender document can be downloaded from the University Website at URL Link: or Central Public Procurement Portal (CPPP) at www.eprocure.gov.in and <http://www.curaj.ac.in/tenders>.
2. The bidders are requested to read the tender document carefully and ensure all the compliance with instructions herein. Non-compliance of the instructions contained in this document may disqualify the bidders from the tender process.
3. All offers should be written in the English and price should be written in both, figures and words. The offer should be typed or written in pen ink or ball pen. Offer in pencil will be ignored. The tenderer shall certify that the rates being quoted are not higher than those quoted for any Govt. Deptt. or Institution or DGS&D or any organization and that if during the years at any time the tenderer has quoted rates lower than those quoted against this tender, the University would be given the benefit of Lower rates by the tenderer. The relevant documents should be enclosed with technical bid. **University is entitled for concessional GST @ 5% as per Notification No. 45/2017 –(Central Tax Rate) and Notification No. 47/2017-(Integrated Tax Rate) dated 14-11-2017. This University is also registered with DSIR vide TU/V/RG-CDE(1115)/2018 dated 12-10-2018 for availing concessional & Custom Duty.**
4. The prescribed tender documents should be submitted in one sealed envelope duly super scribed with “**Tender for supply and installation of Lease Line of 155 MBPS over Fiber Optics Cable**” for Central University of Rajasthan at Bandarsindri, Kishangarh Ajmer (Rajasthan). This sealed envelope should contain three sealed envelopes marked A, B, & C as prescribed as under:
 - a) Envelope A containing tender form cost of Rs. 1000/- (**if applicable**) and the appropriate Earnest Money Deposit (EMD) both in the form of Demand Draft in favor of CENTRAL UNIVERSITY OF RAJASTHAN payable at Bandarsindri, Kishangarh. Tender shall be rejected if the tender form cost and Earnest money D.D.’s are not found in proper order.
 - b) Envelop B containing the Technical Bid along with the supporting documents. (See Terms & Conditions for more details)
 - c) Envelop C containing the Financial Bid.

The tender document should be sent to:

**The Registrar
Central University of Rajasthan
N.H.-8 Road, Jaipur-Ajmer Highway,
Bandarsindri, Kishangarh, Distt. Ajmer,
Rajasthan Pin-Code- 305817**

5. The complete tender document is to be signed with seal & is to be placed in the separate envelope along with the necessary required documents.
6. **Bidders are required to enclose photocopy of cheque & NEFT Bank Details with tender /quotation to enable us to making payment through on line transfer for refund of EMD.**
7. All bids must be delivered to the above office up to the date and time indicated above. Bids will be opened in the presence of Bidders' authorized representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be next working day or as announced by the University in the appropriate manner.
8. **Any clarification regarding tender specification before submission of tender document can be discussed with the ICT Cell- 01463-238517 and/or from Purchase Section 01463-238757.**
9. Please Note that the tender document is subjected to verification with the original document, and if any discrepancy is found, the tender would be rejected. Tenders (Technical Bid) will be opened first in the presence of the attending vendors.

Registrar

CENTRAL UNIVERSITY OF RAJASTHAN

Bandarsindri, Rajasthan

CENTRAL UNIVERSITY OF RAJASTHAN

(To Be Filled By the Vendor/ Bidder)

1. Name of the quoted Item(s) : _____
2. Name of the Vendor : _____
3. Full Address of the Vendor : _____
4. Telephone/ Mobile No/email. : _____
5. Fax. No. (If any) : _____
6. Registration No. of Firm : _____
7. PAN : _____
8. GST Registration No. : _____
9. Authorization Detail of the firm: _____
10. Details of the D.D.
 - a. For Tender Fee (Nonrefundable) : D.D. No. _____ dated _____
drawn from the bank _____
 - b. for E.M.D Amount (Refundable without interest) : D.D. No. _____ dated _____
drawn from the bank _____

(4) GENERAL TERMS AND CONDITIONS OF THE TENDER

1. All offers should be written in the English and price should be written in both, figures and words. The tenderer shall certify that the rates being quoted are not higher than those quoted for any Govt. Deptt. or Institution or DGS&D or any organization during last one year. If during the last one year at any time the tenderer has quoted rates lower than those quoted against this tender, the University would be given the benefit of Lower rates by the tenderer. The relevant documents should be enclosed with technical bid.

2. The duly constituted committee appointed by the competent authority of Central University of Rajasthan, Bandarsindri, reserves the right to select some items (in single or multiple units) and reject the others or all items mentioned in the Schedule. The same committee will also reserve the right to revise or alter the specifications before acceptance of any tender with prior notice on the University and Central Public Procurement Portal (CPPP) at www.eprocure.gov.in.

3. Incomplete tenders, amendments and additions to tender after opening are liable to be ignored and rejected.

4. INSTALLATION REQUIREMENTS

- 1) The installation of the Connectivity shall be carried out in the New Admin Building, Central University of Rajasthan
 - 2) Any statutory requirement for installation and working of all equipment of the ordered Fiber Connectivity shall be responsibility of the bidder.
 - 3) Permission from various authorities may be the sole responsibility of the bidder.
5. The Bid shall be treated as a 2 Bid System. The Technical Bid will be considered for applicants who's Tender Fee and Earnest Money Deposit (EMD) is found in order. Financial Bid shall be opened for those bidders who have qualified in Technical Evaluation.
6. **Changes/Amendment:** At any time prior to the deadline for submission of tender, the University may amend the tender documents issuing by addendum/corrigendum. The University shall have the right at any time, by written notice, in the form of an amendment order, to make any changes, if deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the Vendor for adjustment under this clause shall be deemed waived

unless asserted in writing within ten (10) days from receipt by the Vendor of notice of change (amendment order). Price increase, extension of time for delivery and change in quantity shall not be binding on the University unless sufficiently justified by vendor and accepted by the university in a form of amendment/modified Order issued and signed by the University.

- 7. Bid Validity-** Bids should be valid for a period of 180 days from the date of opening of financial bid.
- 8. Withdrawal of bids:** No bidder will be allowed to withdraw its bid in the interval between the deadline of submission of bids and expiration of period of bid validity. Withdrawal of bid during this period will result in forfeiture of the bidder's bid security (EMD) and other sanctions.
- 9. Authorized Internet Service Provider:** The bidder should be the Tier 1 national ISP and should have a valid Category "A" ISP license from Govt. of India (**Attach a copy of license**).
- 10. Bid Security:** Bid Security should remain valid for a period of 45 (Forty Five) days beyond the final bid validity period. The Bid Security can be submitted in the form of an account payee demand draft, fixed deposit receipt, or banker's cheque. The MSEs are provided tender documents free of cost and are exempted from payment of earnest money, subject to furnishing of relevant valid certificate for claiming exemption. A bidder's Bid Security will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required Performance Security within the specified period. Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. Bid Security should be refunded to the successful bidder on receipt of a performance security.
- 11. Performance Security:** On receipt of notification of award from the University, the successful Bidder within 14 days shall furnish the performance security at 5% of the cost of the Purchase ordered in the form of DD/FDR in favor of The Central University of Rajasthan or in the form of Bank Guarantee issued/confirmed from any of commercial bank in India in an acceptable form. Performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligation of the supplier, including warranty obligations. The Performance Security will be forfeited and credited to the University account in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract. Failure of the successful bidder to submit the performance security shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the University may make the award to the next lowest evaluated bidder on same rate or call for new bids.
- 12. Prices and Taxes:** Prices quoted should be firm and shall remain firm until required deliveries have been completed unless otherwise expressly agreed to, in writing by both parties. The vendor agrees

that any price reduction made with respect to Material covered by this order subsequent to placement will be applied to the order.

- I. **Elements of Price:** Where the price has several components such as the one time connection, cost of installation and commissioning, annual charges, training, and so on, bidders should furnish a cost break-up indicating the applicable prices and taxes for each of such components along with the overall price.

Prices should be FOR –Central University of Rajasthan and University is entitled for concessional GST @ 5% as per Notification no. 45/2017-Central Tax (Rate) dated 14-11-2017 & Notification No. 47/2017-Integrated Tax (Rate) dated 14-11-2017. This University is also registered with DSIR vide TU/V/RG-CDE(1115)/2018 dated 12-10-2018 for availing concessional Custom Duty.

13. Price Fall Clause:- If at any time prior to delivery of the equipment/stores, the bidder/supplier reduces the sale price of such equipment stores as covered under this tender enquiry, to any organization (including Central/State/Deemed university) at price lower than the price quoted under this contract, he shall forthwith reduce the price payable under this tender for the equipment/stores being supplied after the date of coming into force of such reduction, the price of equipment/stores shall stand corresponding reduced.

14. Terms of Payment:

- 1) Payment for Fixed (One Time) Charges will be made by the Competent Authority after successful Installation, Testing, Commissioning of the System and Acceptance by the Tendering Authority.
- 2) Payments will be made by the Competent Authority on quarterly basis for the Recurring Charges against the consolidated Bill raised to the Competent Authority only after the completion of each quarter subject to satisfactory performance as per committed. It will be the responsibility of the Service Provider to provide reports of Bandwidth usage and traffic to demonstrate that the SLA is being met.
- 3) Payment of taxes and other applicable Government levies will be made according to the rules and regulations as existing on the date of the payment.

15) Insurance: As all the delivered hardware will be owned by the Bidder [Service Provider] during the entire period of the contract, the service provider will take insurance for all the network hardware items installed in the premises of Central University of Rajasthan locations for the entire duration of the contract period against all risks.

16) E-Payments: Bidders are required to enclose photocopy of cheque & NEFT Bank Details with tender /quotation to enable us to making payment through on line transfer.

17) Deduction of Income Tax, Service Tax and so on, at source from payment to suppliers: This will be done as per existing law in force during the currency of the contract.

18) Refund from Supplier: if the supplier, after claiming and receiving reimbursements for sales tax, excise duty, custom duty, and so on, from the purchaser, applies to the concerned authorities for refunds, on genuine grounds, of certain portions of such duties and taxes paid by it and receives the allowable refunds. Such refunds contain the purchaser's share also (out of the payments already made by the purchaser to that supplier) and that should be refunded to the University.

19) Delivery Period: Project is to be completed within 30 days in all respects i.e. deliveries and all kind of installations, testing and commissioning. Liquidated Damages at the rates referred in this document shall be imposed in case of any delays due to any reason whatsoever the University reserves the right, without liability, to cancel the order for undelivered material not yet shipped or tendered, and to purchase the same from another vendor and to charge the defaulting Vendor for any loss incurred in this transaction. Any provisions thereof for delivery by installment shall not be construed as obligatory unless agreed upon by both the parties. The University shall have the right to refuse deliveries made more than one week in advance of any delivery schedule appearing in the order unless arrangements for such early delivery have been confirmed with the receiving party.

20) Rescheduling: The University may without liability at least seven days prior to the scheduled delivery date appearing on the order defer delivery on any or every item under said order by giving oral notice to the Vendor (confirmed in writing within seven working days) of any necessary rescheduling.

21) ACCEPTANCE TEST PLAN (ATP)

The acceptance test will be carried out as per mutually agreed Acceptance Test Plan [ATP], which will be finalized after PO is issued. The link(s) will be accepted only after acceptance testing is completed as per the agreed plan and is duly signed/certified by the Central University of Rajasthan and the service provider.

If any Material covered by this agreement is defective or otherwise not conforming to the requirements of this agreement, the University may, by written notice to the Vendor:

- i.** rescind the purchase/supply order as to such non-conforming Material;
 - ii.** accept such material at an equitable reduction in price;
 - iii.** reject such non-conforming material and require the delivery of suitable replacements
- a.** If the vendor fails to deliver suitable replacements promptly, the University, with notice of seven business days, may replace or correct such material and charge the vendor the additional cost occasioned thereby, or terminate this order for default.

- b. No inspection (including source inspection) test, approval (including design approval) or acceptance of material shall relieve the Vendor from responsibility for defects or other failures to meet the requirements of this order. Rights granted to the University in this article entitled INSPECTION is in addition to any other rights or remedies provided elsewhere in this order or in Law.

22) SCHEDULE OF PAYMENT:

Mode of payment will be subject to the following conditions on various tasks as under

Bandwidth Charges: Bandwidth charges are payable post quarterly after raising the bill by the successful ISP. For this ISP will raise the bills at the end of the each quarter.

OTHER TERMS & CONDITIONS:

- a) Bidder should submit valid documentary proof of GST Tax Registration Number as Applicable and the details of income tax registration (PAN)
- b) Central University of Rajasthan reserves the right to verify/seek confirmation of all original documentary evidence submitted by bidders in support of above mentioned specification for eligibility criterion. In case any information furnished by the bidder is found to be false/ incorrect at any stage, the bid shall be summarily rejected and no correspondence on the same shall be entertained.

NB: All taxes and duties will be paid as per actual and against documentary evidence.

23) Selection of the Bidder: For the purpose of selection of the bidder, a two-stage bidding process will be followed. The response to the tender should be submitted in two parts viz. **Technical Bid & Commercial Bid.**

Technical Bid: Technical bid should contain information regarding the company/firm registration details, Authorization letter, Clientele list (List of Users), Performance certificate from clients, self-declaration for not black listed, business turnover, experience and other details of the firm to judge the suitability of the bidder. Bidder must ensure the following conditions while going for the bidding:

Introduction:

Central University of Rajasthan, Bandarsindri has a plan to install “155 Mbps Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared) to be installed for a period of (03) three years” on rental basis. This is required for the purpose of connectivity for Internet services of CURAJ. The following document, in its entirety, has been brought out as both a bid specification to outline the requirements for the works to be provided, and a basis for proposal submission by the bidder.

Scope of the work:

- 1) To provide 155 Mbps Internet leased line connectivity on uncompressed, unshared leased line (OFC) (1:1) at CURAJ on rental basis. This includes installation, commissioning, testing & up keep of the complete link for three years period. The connectivity will be through dedicated Internet service. The hardware and software required for the establishment of fully functional leased line will be provided by the bidder on rental basis.
- 2) The bidder should furnish Internet Bandwidth Utilization/performance reports on a monthly basis. However, the bidder should also provide interface to Central University of Rajasthan for monitoring utilization / performance reports on real time, hourly, daily and weekly basis.

Pre-qualification Criteria: Mandatory (Tenderers not meeting the criteria will not be considered)

- 3.1 The bidder should be the Tier 1 national ISP and should have a valid Category “A” ISP license from Govt. of India (Attach a copy of license).
- 3.2 ISP must have distributed minimum 155 Mbps of International Internet bandwidth to its clients (Attach certificate).
 - A) ISP should have their own/direct access to international gateway in India, for providing Internet bandwidth, which should be connected onto international fiber systems only (not on satellite).
 - B) The list of existing enterprise customers of Internet Bandwidth (100 Mbps or more) should be provided along with feedback.
- 3.3
 - a) The quotation should clearly indicate the different components of the total charges-recurring (annual) and non-recurring (one time) for bandwidth and equipment supplied.
 - b) The firm must give compliance statement of all the identical items along with all terms and conditions. Deviations, if any, should be clearly indicated in remarks in separate deviation sheet.
- 3.4
 - a) The ISP should have a fully functional Customer Service Centre in Jaipur, which is operational 365X7X24 hours. (Attach Certificate)
 - b) The bidder would insure 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.

- c) Liaisoning (if required) with other firm(s) for obtaining point to point connectivity between ISP node and Central University of Rajasthan shall be the responsibility of quoting firm.
- d) The Price bid will be considered only when it qualifies technically.
- e) Central University of Rajasthan reserves the right to carry out the capability assessment of the bidder and the decision of Central University of Rajasthan shall be final in this regard.
- f) ISP must clearly state in technical bid that financial bid contains all components viz. recurring, non-recurring, bandwidth charges etc. as mentioned above.
- g) Quoting firms must put page number on every page of the bid. It is also required that page nos. of the documents attached should be mentioned against each item of the main bid.
- h) Every bid document should be signed and stamped by authorized signatory.
- i) PERIOD OF INTERNET CONNECTIVITY SERVICE CONTRACT: - The Internet Connectivity contract shall be initially for a period of (03) three year.

Bidders not complying with above conditions or not providing complete information as described shall not be considered and hence out rightly rejected.

- I. SPECIFICATIONS: Specifications are basic essence of the product/contract. It must be ensured that the offers must be strictly as per our specifications mentioned at Annexure-“A” at technical specification section. At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting ISP's and the specifications mentioned in the quotation must be reflected /supported by the printed technical leaflet/literature. Therefore the model quoted invariably is highlighted in the leaflet/literature enclosed with the quotation.
- II. Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification/negotiation etc. to the quoting party.
- III. Signed & Stamped compliance sheet of the technical specification of the offered equipment with technical printed literature must be enclosed with the technical bid in the prescribed format.

- IV. Clientele list (List of the institutes/organizations, where the similar order has been executed during the last three years) and work done list. Authorization letter of the firm, experience certificate for 3 years with supporting documents (couple of orders without any alteration/modification, copies of installation report and performance certificate, Authorization letter of dealer) must be enclosed. Past Performance of the Vendors will be judged at the time of Technical Evaluation.
- V. Average **Annual turnover** should be greater than 50,00,000/-INR or equivalent per annum for authorized ISP's for the last three successive years duly certified by the Chartered Accountants.
- VI. Self-attested photocopy of annual turnover, IT clearance Certificate, Audited Balance Sheet of last three years, etc.
- VII. The Internet Service Provider self-declaration stating that he/she is not banned/debarred or black listed by any Central/State Govt. of India/PSU/Organizations/Institutes in India or abroad in prescribed format.
- VIII. DD for EMD amount and tender fee as applicable
- IX. University reserves the right to carry out a technical inspection and performance evaluation (benchmarking) of the offers, made by shortlisted vendors. The shortlisted vendors may be asked to come and give out presentation / demonstration.
 - a. **Short listing of Vendors:** University will shortlist technically qualifying vendors and the financial bid of only these vendors will be opened. University reserves the right to decide whether the items being quoted are as per the requirement of the University and are of standard/leading brands in the market. University reserves the right to decide which offer best suits the requirement of the university. Further, after opening financial bids of the short listed tenders, if there is a discrepancy between word and figure, the amount indicated in words will prevail.
 - b. **Price Bid/ Financial Bid:** Financial bid should contain price of the material required to be supplied as per Price Schedule "A" as supplied by the University along with tender form, duly filled and signed by the authorized person.

24) **Conditional Offer** will not be accepted.

25) Rejection of Bids:

- a. If bidders give wrong information in their bid, University reserves the right to reject such bids at any stage and forfeit the Earnest Money Deposit / Performance Bank Guarantee and cancel the order, if awarded.

- b. If the technical offer contains any price information the offer will be summarily rejected.
- c. Canvassing in any form in connection with the tender is strictly prohibited and the bids submitted by the bidder who resort to canvassing are liable for rejection.
- d. Unsigned tenders/bids, unattested corrections and over writing by bidders are also liable for rejection.
- e. Bids submitted without supporting documents as mentioned or required to submit with bids are liable to be rejected.
- f. The Tenderers must confirm in their bid acceptance in full of the terms and conditions in this enquiry. Any non-acceptance or deviations from the terms and conditions must be clearly brought out. However, tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this enquiry may render /liable the Quotation for rejection.

26) Liquidated damages for delayed supply: For any delay in Installation and Commissioning, the Central University of Rajasthan will charge penalty of 0.5% of the order value/week or part thereof, subject to the cost not exceeding 10% of the total cost. Once maximum is reached, the second party may consider termination of contract.

27) PENALTY FOR DOWNTIME :

- 1) If the services remain down for any reason for more than 4 hours including Saturday and Sunday, then 0.5% of the 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 contract value will be deducted as penalty.
- 2) However, If the 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 two weeks after which the security deposit will be invoked and the University will have right to cancel the order and go for any other ISP.

28) Assignment / Subcontracting /sublet: The Vendor shall not assign the order received, any rights under this agreement or to become due hereunder neither delegated nor subcontracted /sublet any obligations or work hereunder without the prior written consent of the University.

29) Cancellations of tender: The University reserves Right to Accept any Bid and to Reject any Or all Bids: The Purchaser also reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

The University may cancel agreement entered with vendor in whole or in part, for no cause, upon written, FAX, or telex notice to the Vendor, effective when sent, provided such notice is sent ten (10) days prior to the delivery date, specified on the face of this order, in the event that the vendor:

- a. fails to comply with any term or condition of this order including, but not limited to, delivery terms; or
- b. appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or
- c. files a voluntary petition in bankruptcy; or
- d. has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or
- e. voluntarily ceases trading; or
- f. merges with or is acquired by a third party; or
- g. Assigns any of its rights or obligations under the Order to a third party without the university's prior written consent.

Upon the occasion of any one of the aforesaid and in addition to any remedies which the university may have in Law or in Equity, the university may also cancel this order or any outstanding deliveries hereunder by notifying the Vendor in writing of such cancellation and the Vendor shall thereupon transfer title and deliver to the university such work in progress or completed material as may be requested by the university. The University shall have no liability to the Vendor beyond payment of any balance owing for Material purchased hereunder and delivered to and accepted by the university prior to the Vendor's receipt of the notice of termination, and for work in progress requested for delivery to the university.

30) WARRANTY AND ANNUAL MAINTENANCE CONTRACT (AMC)

1) The Internet with related equipment and communication links installed by the vendor shall have a comprehensive onsite warranty for the entire period of the Service Contract after the successful commissioning and acceptance.

- 2) The bidder shall ensure an uptime of 99.5% for the entire duration.
- 3) ISP will ensure maintaining services from the nearest service center which should be well equipped with service engineers and sufficient spares. The vendor will do preventive maintenance once a month for upkeep of the system.

31) RESPONSIBILITIES UNDER THE CONTRACT:

The ISP would be responsible for the following:

1. To provide 155 Mbps Internet connectivity (Leased Line) at Central University of Rajasthan on yearly rental basis.
2. Internet Router Port at ISP Gateway for required Bandwidth and 64 Public IP addresses of ipv4 pool and 64 Public IP addresses of ipv6 pool.
3. Installation, commissioning, configuring of the link and hardware/software (Mux, Modems and Router etc. to make line fully functional at 155 Mbps.).
4. Maintenance support services (24 hours and 7 days a week) for Bandwidth and equipment.
5. ISP or authorized person from ISP will be required to sign Service Level Agreement.
6. Either party may terminate the contract after giving three month notice.
7. In case of the above parameters going out of specifications, Central University of Rajasthan will be compensated adequately in respect of the extended time for the loss of hours in service. Also, if services are not found satisfactory, Central University of Rajasthan reserves the right to cancel the contract within one-month.

32. Delivery and Opening of Tender: All tender documents should be sent through courier, speed post, registered post or by person. Telegraphic / fax offer will not be considered and ignored straightway. All tender documents received after the specified date and time shall not be considered.

The completed tender should be delivered at the Inward Section of the Administrative building of the Central University of Rajasthan, Bandarsindri, Ajmer, Rajasthan-305817.

The Technical Bid will be opened on **03-09-2019 (at 3.00 P.M.)**

I/We have read all the enclosed Terms and Conditions carefully and ready to accept and according to that I/We are submitting herewith the tender.

Seal & Signature of Vend

Special Terms and Conditions

1. Reputed Internet Service Provider or their Authorized Dealers should have the following requirements to make them eligible to qualify in the technical bid.
 - a) The applicant should have satisfactorily completed **three similar works** (at least one of them in Central Government/Central Autonomous Body/Central PSU/ Central Undertaking Body/ State Government Department/Educational Institute) each costing **Rs. 4.8 Lacs OR two works** each costing **Rs. 6.00 Lacs OR one work** costing **Rs. 9.6 Lacs** of similar nature during the last five years ending last day of March, **2019**.
 - b) The bidder shall provide copies of work orders as documentary proof for having executed similar works or completion certificate issued by the client. However, decision with regard to eligibility of the applicant (s) will be taken by the University only, after necessary documents provided by the applicant have been examined.
 - c) Should not have incurred any loss in more than **two years** during the last **three years** ending **31st March, 2019**. Copy of Audited Financial Statements to be provided.
2. If any information furnished by the applicant is found to be incorrect at a later stage, he shall be liable to be debarred from tendering/taking up of work in Central University of Rajasthan. The Central University of Rajasthan reserves the right to verify the particulars furnished by the applicant independently.
3. The Central University of Rajasthan reserves the right to reject any or all prospective applicants without assigning any reason and to restrict the list of tendered contractors to any number deemed suitable by it, if too many applications are received satisfying the basic PQ criteria.
4. The bidder will submit the GST Registration and PAN No. along with document of registration of the firm/company.
5. Overwriting should be avoided. Correction, if any, should be made by neatly by crossing out, signed and re-writing. Use of fluid (whitener) is not allowed and such tenders shall be rejected. Pages of the tender document are numbered. Additional sheets, if any added by the Service Provider, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
6. The applicant may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of Tender document unless it is called for by the University.

SECTION II
INFORMATION & INSTRUCTIONS FOR APPLICANT

1. DEFINITIONS:

- 1.1 In this document the following words and expressions have the meaning hereby assigned to them.
- 1.2 University means the Central University of Rajasthan, acting through the Vice-Chancellor, Central University of Rajasthan, Ajmer.
- 1.3 Applicant: Means the individual, proprietary firm, firm in partnership, limited company private or public or corporation.
- 1.4 "Year" means "Financial Year" unless stated otherwise.

2. METHOD OF APPLICATION:

- 2.1 If the applicant is an individual, the application shall be signed by him above his full type- written name and current address.
- 2.2 If the applicant is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- 2.3 If the applicant is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases, a certified copy of the partnership deed and current addresses of all the partners of the firm should accompany the application.
- 2.4 If the applicant is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The applicant should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

3. FINAL DECISION MAKING AUTHORITY.

The Vice Chancellor, Central University of Rajasthan, Ajmer (Rajasthan) reserves the right to accept or reject any application and to annul the tender process and reject any or all applications at any time, without assigning any reason or incurring any liability to the applicants.

4. PARTICULARS PROVISIONAL

The particulars of the work given in Section I are provisional. They are liable to change and must be considered only as advance information to assist the applicant.

5. SITE VISIT

The applicant is advised to visit the site of work at his own cost, and examine it and its surroundings to himself collect all information that he considers necessary for proper assessment of the prospective assignment.

2. Evaluation of bid.

1. Techno-commercial bids of those bidders who satisfy pre-qualification criteria of this tender will only be evaluated by an evaluation committee nominated by competent authority to conclude the tender. Price bids of bidders who are techno-commercially

eligible as per evaluation committee will only be opened. L1 (lowest bid) will be decided on overall L1 basis (as mentioned in price bid) .

2. Unless otherwise stated in the price bid, it will be construed that the price quoted is inclusive of all taxes and duties. No claim in this regard will be entertained at a later stage.
3. The price quoted by the bidder should be final and no escalation shall be permitted during the contract period except for statutory levies enhanced or introduced subsequent to the date of submission of the price bid duly supported by documentary evidence.
4. If the cost of International Bandwidth is reduced during the period of contract, the benefit of the same shall be equally passed on to Central University of Rajasthan.

8. The Financial Bid of only those bidders shall be opened who qualify in the technical evaluation. The bidders or their representative are expected to be present at the time of opening of the Financial Bid.

9. LETTER OF TRANSMITTAL

The applicant should submit the letter of transmittal attached with tender document.

**SECTION III
PREQUALIFICATION INFORMATION
LETTER OF TRANSMITTAL**

From:
To,
The Registrar
Central University of Rajasthan
Kishangarh, Ajmer
Rajasthan

Subject: Submission of tender application for the Supply, Installation and maintenance of 155 Mbps 1:1 Dedicated Unshared Internet Leased Bandwidth requirements over Fiber at Central University of Rajasthan, for (03) three years.

Sir,

Having examined the details given in tender press Notice and tender document for the above work, I/we hereby submit the tender document and other relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms A to C and accompanying statement are true and correct.
2. I/We have furnished all information and details necessary for tender and have no further pertinent information to supply.
3. I/We authorize the CENTRAL UNIVERSITY OF RAJASTHAN, AJMER to approach individuals, employees, firms and corporation to verify our competence and general reputation.
4. I/We submit the following documents in support of our suitability, technical knowhow and capability for having successfully completed the following works:

NOTE: Mention here the documents being enclosed with the application. The documents should pertaining to Supply and Installation of 155 MBPS Lease Line over Fiber

5. Valid certifications are enclosed.

..... Number of certificates enclosed.

6. Requisite Earnest Money of Rs. 24,000.00 in appropriate form as mentioned in the tender document are also enclosed herewith.

7. Duly filled Performa prescribed in **Annexure-“A”** for technical evaluation.

Enclosures.

Seal of applicant

Date of submission

Signature(s) & seal of the Applicant(s)

FORM 'A'
FINANCIAL INFORMATION

I. Financial Analysis - Details to be furnished duly supported by copy of audited balance sheet/profit & loss account for the last three years, as submitted by the applicant to the income Tax Department (Copies to be attached)

FY	2016-17	2017-18	2018-19
Gross Turn over			
Profit. Loss			

II. The following certificates are enclosed:

(a) PAN No

(b) TIN No

Signature & seal of the Applicant (s)

FORM 'B'

DETAILS OF ALL WORKS OF SIMILAR NATURE / CLASS COMPLETED DURING THE LAST THREE YEARS ENDING LAST DAY OF THE MONTH March, 2019.

S. No.	Name of the project and location	Name of the organization	Cost of work in Lacs	Date of Commencement as per the contract	Stipulated date of completion	Actual date of completion	Litigation/arbitration pending/in progress with details
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							

* Indicate gross amount claimed and amount awarded by the Arbitrator

Notes 1 to 4

1. Please mention all works executed equal to or above the qualifying amount.
2. For stipulated date of completion, submit copy of work order.
3. For actual date of completion, submit copy of completion certificate from the purchaser.
4. Please clearly indicate the works (in the above form) on the basis of which prequalification is being sought.

Signature & seal of the Applicant(s)

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM “B”

This form must be submitted for the works on the basis of which the applicant is seeking prequalification.

1. Name of work/Project & Location
2. Agreement No.
3. Estimated Cost
4. Tendered Cost
5. Date of start
6. Date of completion

i. Stipulated date of completion ii. Actual date of completion

7. If stipulated date and actual dates are different, list the reasons for delay. Reasons for Delay (To be specified by the person signing this form)

- i. Period of delay attributable to Contractor
- ii. Period of delay attributable to Employer

8. Amount of compensation levied for delayed completion, if any.

9. Performance report

i. Quality of work	Very good/Good/Fair/Poor
ii. Financial soundness	Very good/Good/Fair/Poor
iii. Technical Proficiency	Very good/Good/Fair/Poor
iv. Resourcefulness	Very good/Good/Fair/Poor
v. General behaviour	Very good/Good/Fair/Poor

Employer's representative is requested to specify the reasons for delay in case stipulated and actual date of completion are different.

NOTE: The works for which this form is submitted should be reflected in FORM 'B' also.

FORM "C"
STRUCTURE & ORGANISATION

1. Name & Address of the applicant
2. Telephone No./Telex No./Fax No.
3. Legal status of the applicant (attach copies of original document) Defining the legal status
 - (a) An Individual
 - (b) A proprietary firm
 - (c) A firm in partnership
 - (d) A limited company or Corporation
4. Since when the applicant has been in business. Provide documentary proof.
5. Particulars of registration with various Government bodies (attach attested photocopy).

Organization/Place of registration

Registration No.

- (a)
- (b)
- (c)
- (d)

6. Names and Titles of Directors & Officers with designation to be concerned with this work
7. Designation of individuals authorized to act for the organization
8. Was the applicant ever required to suspend the works for a period of more than six months continuously after award of work. If so, give the name of the project and reasons of suspension of work.
9. Has the applicant, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.
10. Has the applicant, or any constituent partner in case of partnership firm, ever been debarred/black listed for tendering in any organization at any time? If so, give details
11. Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.
12. Any other information considered necessary but not included above.

Signature of Applicant (s)

(6) Technical Specifications:

Technical specification and requirements for 155 Mbps Internet connectivity Leased Line (1:1 uncompressed and unshared with last mile on fiber) for Central University of Rajasthan for a period of (03) three years

Sr. No.	Technical Specification for Internet Leased Line Connection	Complied (Yes/No)	Deviation if any
1	The bidder should be the Tier 1 national ISP and should have a valid Category “A” ISP license from Govt. of India (Attach a copy of license).		
2	The Internet connectivity leased line should have fully dedicated (1:1), unshared & High Quality 10 Mbps symmetric bandwidth without any compression factor through Optical Fiber cable.		
3	The ISP/bidder should have fully resilient and self-healing network architecture, on fiber medium, from the international gateway in India up to the international Points of Presence		
4	The ISP/bidder should have Network Operation Centre (NOC) for trouble shooting around the clock		
5	Internet Router Port at ISP Gateway for required Bandwidth and 64 Public IP addresses of ipv4 pool and 64 Public IP addresses of ipv6 pool.		
6	The bidder should furnish a detailed network/ schematics diagram of total solution proposed showing connectivity from ISPs gateway Terminal Point to required locations of the Central University of Rajasthan		
7	The connectivity from the POPs of service providers to Central University of Rajasthan premises shall be through Optical Fiber Media		
8	All the equipment’s supplied by the bidder should be capable of handling higher band width in case up gradation is required in the later stage.		
9	Any Software and Hardware required establishing the purchased bandwidth will be provided by bidder to make leased line fully functional		
10	The bidder should submit technical literature explaining the proposed implementation diagram with the technical bid		
11	The bidders should have Direct \ toll free number to register complaints round the clock (24x7), Maintenance support service (24 hours and 7 days a week)		

12	All the POPs from where the ILL bandwidth is provided Central University of Rajasthan should have redundancy of equipment's, links, power, backhaul connectivity etc. Service provider needs to confirm it in writing.		
13	The ILL links should be available in full duplex mode which must be demonstrated to Central University of Rajasthan.		
14	The service provider should have independent Network Operation Centre with 24x7 supports to take care of the ILL link management requirements. The service provider should furnish details of Toll Free number reachable from BSNL/MTNL Landline phones for logging complaints		
15	Service provider has to provide facility to Central University of Rajasthan, to monitor the SLA (Service level Agreement) parameters and log the Trouble tickets on line. Central University of Rajasthan should also be able to obtain standard reports on the ILL links' Bandwidth Utilization (in Mbps, in frames/sec), Errors (frames/sec), Discarded (frames/sec), Non unicast(frame/sec), Bandwidth availability, Packet loss (in %), Latency of links etc. through any network monitoring tool / web browser provided by service provider.		
16	Central University of Rajasthan will consider the successful provision of the link subject to satisfactory Acceptance Test. However, the same will be shared with the Bidder / ISP. Following tests may be adopted : a. Average latency should not be more than 250 ms up to ISPs 1st Tier 1 peering point. b. Domestic Latency < 80 Millisecond during peak traffic hours c. International Latency < 250 Millisecond during peak traffic hours d. Packet Loss < 0.5% Facilities of testing above parameters will be provided by the Bidder / ISP		
17	The ISP should provide DNS services including reverse Lookups.		

(07) Financial bid to be filled by bidder

Sl. No	No. of links / Speed	Unit Rate per year	Yearly Cost	Two Year Cost	Three Year Cost
1	(A)Bandwidth Charges: One no. 155 Mbps Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared) at Central University of Rajasthan				
2	Applicable taxes on above				
3	(B)One time installation & Configuration charges				
4	Applicable taxes on above 3				
5	(C)Annual rentals (Recurring charges)				
6	Applicable taxes on above 5				
7	Total				
8	Any other charges (To be specified) (if any)				
9	Over All Total (7+8))				
10	Over All Total in Words				
	Note: 1. Order shall be placed on the party who quotes over all lowest rate (10). 2. In case of confusion of unit rate against total price, unit rate will prevail for evaluation. 3. In case of confusion in word and figures in quoted rate / total price of any item, rate / total price quoted in word will prevail. Similarly in case of confusion in word and figures in overall price, price quoted in words will prevail.				

(8) FORMAT OF BANK GUARANTEE FORM

This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, authorized by RBI to issue a Bank Guarantee.

This bank guarantee should be furnished on stamp paper of Rs. 100/-

The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.

In the case of foreign bidder the B.G may be furnished by an international reputed bank acceptable to the PURCHASER countersigned by any Nationalized / Scheduled Bank in India authorized by Reserve Bank of India.

PERFORMANCE BANK GUARANTEE

1. WHEREAS M/s, having its registered office at hereinafter called the Distributor in India for herein after called "The supplier" for the supply of, in consideration of the Central University of Rajasthan, Department of, School ofCentral University of Rajasthan, , Kishangarh (hereinafter called "CURAJ") P.O. No. CURAJ / dt. placed an order for the due fulfillment by the said supplier of the terms and conditions in the purchase order, on production of a Bank Guarantee for Rs..... (Rupees only). We Bank, (Rein after referred to as "the Bank") at the request of supplier do hereby undertake to pay to the CURAJ an amount on exceeding to Rs..... (Rupees..... only).
2. WeBank do hereby undertake to pay CURAJ, the amounts due and payable under this guarantee without any demur, merely on a demand from CURAJ stating that the amount claimed is required to meet the recoveries due or likely to be due from the said supplier. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding to Rs..... (Rupees..... only)
3. We undertake to pay to the CURAJ any money so demanded notwithstanding any dispute or disputes raised by the supplier in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid and discharge of our liability for payment there under and the Supplier shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the CURAJ under or by virtue of the said Agreement have been fully paid and its claims satisfied or

discharged or till Registrar on behalf of the CURAJ certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said and accordingly discharges this guarantee.

5. We, the Bank further agreed that the CURAJ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Purchase Order or to extend the time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the CURAJ against the said supplier and to forbear or enforce any of the Terms and Conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance act or omission on the part of the CURAJ or any indulgence by the CURAJ to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to change in the constitution of the bank or the supplier.
7. We, the Bank lastly undertakes not to revoke this guarantee except with the previous consent of the CURAJ in writing.
8. This guarantee shall be valid upto unless extended on demand by CURAJ. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs...../- (Rupees only).

Notwithstanding anything contained herein

1. Our liability under this bank guarantee shall not exceed Rs...../- (Rupees only)
2. Bank guarantee shall be valid up to
3. We are liable to pay the guaranteed amount or part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before

Dated:

Signature & Seal of the Bank

Note: The above format contains specific clauses and expressions. These clauses and expressions can vary depending upon the nature / type of agreement and situation. Basic aspect to be kept in mind is that interest of CURAJ is fully protected.

(09) DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.

(To be executed & Attested by Public Notary / Executive Magistrate on Rs. 100/- non judicial Stamp paper by the bidder)

I / We _____ Manufacture / Partner(s)/ Authorized Distributor /agent of M/S. _____ hereby declare that the firm/company namely M/s. _____ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India.

Or

I / We _____ Manufacture / Partner(s)/ Authorized Distributor / agent of M/s. _____ hereby declare that the _____ Firm / _____ company namely M/s. _____ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I / we are fully aware that the tender / contract will be rejected / cancelled by the Central University of Rajasthan, and EMD / SD shall be forfeited.

In addition to the above, Central University of Rajasthan, will not be responsible to pay the bills for any completed / partially completed work.

Name _____

Address _____

Attested:

(Public Notary / Executive Magistrate)

(10) CERTIFICATE OF GUARANTEE/WARRANTY

I/We certify that the guarantee/warranty shall be for a period of 36 months (as applicable) starting from the date of satisfactory installation, commissioning and handing over of the Lease Line and of the works conducted therewith covered under the Supply order in working order. During the guarantee/warranty period, I/we shall provide free “after sale service” and the replacement of any part(s) of the equipment or rectification of defects of work of the equipment will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility. We undertake that the above guarantee / warranty shall begin only from the date of satisfactory and faultless functioning of the equipment for 60 days at University premises. The benefit of change in dates of the guarantee / warranty period shall be in the interest of the user/your organization.

Service Level Agreement

- 1) This SLA describes the Service Levels applicable. Non-achievement of a Service Level may attract penalties, as set out in this SLA. The bidder shall sign SLA with Central University of Rajasthan incorporating following parameters:
- 2) Working days: Seven days a week (Monday to Sunday)
- 3) 155 Mbps Internet bandwidth at all the time.
- 4) Packet Losses: Less than 1 % (Average over 1000 ping) at any given point of time to any part of globe.
- 5) Latency: Less than 300 ms
- 6) Network Availability: More than 99.5 % per quarter.
- 7) Helpdesk Support (with preferably trouble ticketing/toll free number): 24*7*365
- 8) Mean Time to restore: 4 hours. To be calculated on monthly basis
- 9) Performance Reports: Real Time, Hourly, Daily, Weekly and Monthly
- 10) Dedicated Account Management Team: Single point of contact for service requirements such as ordering, implementation, operations and billing.
- 11) Reports for performance, monitoring /usage to be submitted by the ISP on weekly or monthly basis or as per requirement of Central University of Rajasthan.
- 12) The bidder will provide the facilities to measure the above parameters at Central University of Rajasthan. The facility of measurement / monitoring of above parameters or graphical display will be provided by the bidder.

In case of the above parameters going out of specifications, Central University of Rajasthan will be compensated adequately in respect of the extended time for the loss of hours in service. Also, if services are not found satisfactory, Central University of Rajasthan reserves the right to cancel the contract within three-months.

PERFORMANCE GUARANTEE

- 1) Performance Bank Guarantee (PBG) of 5% of the contract value valid for contract period plus 3 months claim period shall be submitted within 7 days from acceptance of the purchase order.
- 2) Contract will be awarded for 3 (Three) years / 36 (Thirty Six) Months on Annual Renewal Basis subject to Satisfactory Performance from the date of Commissioning of the Internet Services.

Note: The right to accept the reason(s) for delay and consider reduction or waive off the penalty for the same shall be at the sole discretion of University.

We guarantee that in case we fail to carry out the maintenance within the stipulated period, University reserves the right to get the maintenance work carried out at our risk, cost and responsibility after informing us. All the expenses including excess payment for repairs/maintenance shall be adjusted against the Performance Bank Guarantee. In case the expenses exceed the amount of Performance Bank Guarantee, the same shall be recoverable from us with/without interest in accordance with the circumstances.

We shall try to repair the equipment at University premises itself. However, the equipment will be taken to our site on our own expenses in case it is not possible to repair the same at University premises. We shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till the equipment is rehabilitated to the University after repair. Any loss of equipment or its accessories under its charge on account of theft, fire or any other reasons shall be at our sole risk and responsibility which will be compensated to University for such losses.

We undertake to perform calibration after every major repair/breakdown/taking the equipment for repair out of University premises.

In case of extended guarantee/Warranty, we undertake to carry out annual calibration of the equipment.

We guarantee that we will supply spare parts if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price.

We guarantee to the effect that before going out of production of spare parts, we will give adequate advance notice to you so that you may undertake to procure the balance of the life time requirements of spare parts.

We guarantee the entire unit against defects of manufacture, workmanship and poor quality of components.

Signature of Bidder

(11) Check list for Terms and Conditions:

To be filled by the bidder and submitted along with the Technical Bid.

S. No.	Technical Information	Page No.	Remarks
1)	Tender Fee		
2)	EMD		
3)	Company/ Firm registration details		
4)	Authorization details		
5)	Annual turnover should be greater than 50, 00,000/-INR or equivalent per annum for Internet Service Provider for the last three successive years duly certified by the Chartered Accountants.		
6)	Experience		
7)	Income tax return (Last Three Years)		
8)	Audited balance sheet (Last Three Years)		
9)	Original Technical Catalogue of the quoted model and same should be available on the website		
10)	Compliance Statement with relation to the technical specification as mentioned in the bidding document duly supported by the original catalogue.		
11)	Self-declaration for not black listed		
12)	Clientele list (list of users) of quoted model of the items attach couple of orders without any alteration/modification		
13)	Performance certificate of the same (of quoted) from clients		
14)	Warranty & extended technical support certificate		
15)	Acceptance of all terms / conditions towards after sales / services as mentioned in the bidding document.		
16)	Certificate, to the effect that the bidder is not supplying the quoted item(s) to any other Govt. / Pvt. Organizations / Institutions at the rate lower than the rate quoted against this tender.		

End of Tender Document