



आर्यभट्ट ज्ञान विश्वविद्यालय
ARYABHATTA KNOWLEDGE UNIVERSITY

ARYABHATTA KNOWLEDGE UNIVERSITY, PATNA

TENDER FOR 100 MBPS LEASE LINE CONNECTION AT ARYABHATTA KNOWLEDGE UNIVERSITY, PATNA

(Tender reference No.: -005/Exam/089/AKU/2017[vol.-II] - 230)

Tender Issue Date : 22/01/2021
Last date of Submission : 13/02/2021

Issued By:

The Registrar,
ARYABHATTA KNOWLEDGE UNIVERSITY
Mithapur, Patna – 800 001 (Bihar).

TENDER INVITING NOTICE

NOTICE INVITING BIDS FOR “100 MBPS (1:1) LEASED LINE INTERNET CONNECTION ON FIBER OPTIC LINK” AT ROOM NO – 503, EXAMINATION BLOCK, ARYABHATTA KNOWLEDGE UNIVERSITY, MITHAPUR, PATNA– 800 001 (BIHAR)

ARYABHATTA KNOWLEDGE UNIVERSITY, PATNA invites tenders for Leased Line Internet connection on Fiber Optic Link in Room No – 503, Examination Block, Aryabhata knowledge University, Mithapur, Patna – 800 001 (BIHAR). The tender documents can be downloaded from University’s website www.akubihar.ac.in.

Interested agencies can download the Tender document and will fill the complete tender form per the schedule as given in CRITICAL DATE SHEET as under.

CRITICAL DATE SHEET

Published Date in Newspaper & website	23.01.2021
Bid Document Download	23.01.2021
Bid Submission End Date	13.02.2021 (5:00 P.M.)
Technical Bid Opening Date	15.02.2021 (3:00 P.M.)
Duration of Contract	One year
Tentative date & time for opening of Financial Bid of eligible Tenderers	Date will be intimated by Email
Validity of Bid	60 days

Bids shall be submitted through Registered post only.

The cost of the Bid Document is Rs. 1,000/-(Rupees One Thousand only) which is non-refundable and the same is to be deposited.

Tender documents received in incomplete shape or beyond the stipulated period shall not be entertained under any circumstances. The authority reserves the right to accept or reject any or all tenders without assigning any reason thereof.

Earnest Money deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) for 100 mbps in the shape of an Account Payee Demand Draft from any commercial Bank in favour of “Aryabhata Knowledge University Registration & Examination Fund” through DD Payable at Patna.

Address:
The Registrar
ARYABHATTA KNOWLEDGE
UNIVERSITY, Mithapur,
Patna - 800 001 (Bihar).
Cont. No: - 0612-2351919
E-mail:-akuniv10@gmail.com

BID SUBMISSION FORM

Date:

LETTER OF BID

To
The Registrar
ARYABHATTA KNOWLEDGE UNIVERSITY, Mithapur,
Patna – 800 001 (Bihar)

Ref: Invitation for Bid

We, the undersigned, declare that:

1. We have examined and understand that no reservations should be corrected by undersigned to the Bidding Documents including Addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for Leased Line Internet connection on Fiber Optic Link in Aryabhatta Knowledge University, Mithapur, Patna – 800 001 (Bihar).
3. Our bid shall be valid for a period of **60** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signature

(Authorized person shall attached a copy of Authorization for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidder's letter head) (To be printed on Bidder's letterhead)

CERTIFICATE

Certificate on Non-Participation of near Relatives in the tender

I _____, S/O _____
, R/O _____ hereby certify that none of my relative(s) is/are employed in Aryabhata Knowledge University, Mithapur, Patna – 800 001 (Bihar) as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, Aryabhata Knowledge University, Patna shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

Signed _____

For and on behalf of the Bidder

Name (caps) _____

Position _____

Date _____

A. PROJECT SCOPE

Supply, Installation and maintenance of 1:1 Dedicated Unshared Internet Leased Bandwidth Requirements over Fiber:

Sr. No	Description	Specifications and requirements
1	Internet Lease Line 100 Mbps 1:1 dedicated wired Internet Leased Line Uncompressed and Unshared. Last mile delivery on Fiber only.	Installed at Room No – 503, Examination Block, Aryabhata Knowledge University, Mithapur , Patna – 800 001 (Bihar)

Preference will be given for Fiber last mile

Installation requirements

- I. The installation of the Connectivity shall be carried out in, Aryabhata Knowledge University, Patna.
- II. Any statutory requirement for installation and working of all equipment of the ordered Fiber Connectivity shall be responsibility of the bidder.
- III. Permission from various authorities may be the sole responsibility of the bidder.

Training requirements

Training shall consist of on-site group and individual training of all staff associated with the system.

Specification of Equipments and Services

The technical specifications of the equipments specified in **Annexure: A** are the minimum requirements of the Purchaser. The vendors are at liberty to indicate higher specifications than the minimum levels EXCEPT THE BANDWIDTH. The Purchaser reserves the right to place orders at the higher specifications offered by the vendors.

Maintenance and Support

- I. **The vendors shall furnish the details of their local centers to support the issues which may arise. Maximum time to repair (resolve & recover) a reported break down should be (03) three hours. Time for this purpose shall be measured as interval between the time of reporting the problem and the time when the problem is fully solved making the faulty components/functions fully operational.**
- II. Vendor and OEM support strategy should have a 365 X 24 X 7 support. Support from vendor (and OEM if applicable) should be on site whenever a faulty part is to be replaced, the replacement should be a new part with the matching OEM part number to the replaced part.
- III. Aryabhata Knowledge University, Patna shall not be responsible for damage to the systems due to external circumstances such as earthquakes, floods, fires, riots etc.
- IV. Vendor shall ensure a visit to Aryabhata Knowledge University, Mithapur, Patna – 800 001 (Bihar), of a person of designation of Area Manager on monthly basis. During the implementation stage, vendor shall depute engineers for attending to the complaints related to the hardware and software/firmware components.

Uptime Guarantee

Vendor shall have to guarantee continuous uninterrupted internet line availability along with all the equipment supplied by them and should achieve minimum 99.5 % uptime across 365 X 24 X 7 calculated on monthly basis.

Training

Vendor shall provide basic training, free of charge for Aryabhata Knowledge University, Mithapur, Patna – 800 001 (Bihar), end users, whenever required to do so by Aryabhata Knowledge University after installation (1 day).

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

1. For the Bidding / Tender Document Purposes, 'ARYABHATTA KNOWLEDGE UNIVERSITY, PATNA, shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder.
- 1.1 The Bidders are advised to inspect the site before filling in and submitting the bids to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.
- 1.2 Interested agencies can download the Tender document from the University's website: www.akubihar.ac.in and interested agency will fill the complete tender form as per the schedule as given in CRITICAL DATE SHEET.
- 1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.4 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected**.
- 1.6 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the ARYABHATTA KNOWLEDGE UNIVERSITY, PATNA. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

2. MINIMUM ELIGIBILITY CRITERIA (Tenderers not meeting the criteria will not be considered)

- 2.1 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).
- 2.2 **ISP must have distributed minimum 100 Mbps of 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.

2.3

- 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.

2.4

- a) The ISP should have a fully functional Customer Service Centre in Patna / Bihar, which is operational 365 X 7 X 24 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 LNMIIT shall be the responsibility of quoting firm.
- d) The Price bid will be considered only when it qualifies technically.
- e) Aryabhatta Knowledge University, Patna reserves the right to carry out the capability assessment of the bidder and the decision of Authority Bid opening committee, Aryabhatta Knowledge University 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 (01) one year + (02) two years based on performance.**

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

3. EARNEST MONEY DEPOSIT :

3.1 This bids should be accompanied by an Earnest Money Deposit of **(Rs. 50,000)** in the form of Bank Guarantee/Demand Draft of any nationalized bank. The Bank Guarantee / Demand Draft shall be in favour of Aryabhatta Knowledge University Registration & Examination Fund and payable at Patna. The bid security will remain valid for a period of **60** days beyond the final bid validity period.

Tender documents received in incomplete shape or beyond the stipulated period shall not be entertained under any circumstances. The authority reserves the right to accept or reject any or all tenders without assigning any reason thereof.

Address:

The Registrar

**ARYABHATTA KNOWLEDGE UNIVERSITY, Mithapur,
Patna - 800 001.**

Cont. No:- 0612-2351919

E-mail:-akuniv10@gmail.com

- 3.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 3.3 The bids without Earnest Money of **Rs. 50,000/-** and Tender Fee of **Rs. 1,000/-** shall be summarily rejected.
- 3.4 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 3.5 Bidder shall not be permitted to withdraw their offer or modify the terms & conditions thereof.
- 3.6 **The bid security may be forfeited:**
- a If the bidder withdraws its bid during the period of bid validity specified by the bidder in the bid form; or
 - b In case of successful bidder, if the bidder
 - I. Fails to sign the contract in accordance with the terms of the tender document
 - II. Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
 - III. Fails or refuses to honour his own quoted prices for the services or part thereof.

4. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of **60 days** from the last date of submission of Bids.
- 4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 4.3 The Client may request for extension for another period of **30 days**, without any modifications and without giving any reasons thereof.

5. PREPARATION OF BIDS

- 5.1 Language: Bids and all accompanying documents shall be in English or in Hindi
- 5.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Document along with all required information, documents in support of the minimum eligibility criteria, Valid EMD and Tender Fee of requisite amount.
Documents comprising the Bid:
- a) Bid Submission Form duly signed and printed on Company's **letterhead**.
 - b) Bidder's profile with undertaking
 - c) All Forms, duly filled and signed and stamped
 - d) Earnest Money Deposit of **Rs. 50,000/-** and Tender Fee of **Rs. 1,000/-** (non-refundable) in f/o "Aryabhata Knowledge University Registration & Examination Fund" in form of DD.
 - e) All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Annexure - A.

5.3 **Financial Bid:** Bidder should prepare financial Bid in the Price Schedule/BOQ as provided in the Tender Document (Annexure-B).

6. SUBMISSION OF BID

The Proposal should be submitted in two parts (Technical and Financial) as described below:-

“Part 1: Technical Proposal” which will consist of the proof for meeting eligibility Criteria, Tender Fee and EMD.

“Part 2: Financial Proposal” which will consist of the details of financial matters.

- i. The Proposal submitted in compilation with instructions issued by Aryabhatta Knowledge University, Patna.
 - ii. Aryabhatta Knowledge University, Patna reserves the right to reject any proposal which is not substantially responsive.
- Any Proposal received after the time stipulated will not be accepted by AKU, Patna.

Part 1- Technical Proposal

- i) Tender fee and EMD.
- ii) Appendix I, Tender Acceptance Letter.
- iii) Copies of all the relevant documents for Pre-qualification bid as mentioned in Eligibility Conditions.

Part 2- Financial Proposal

- a) As Annexure-B

Proposal Evaluation

Aryabhatta Knowledge University, Patna will evaluate the technical bid as per the eligibility criteria mentioned in the TENDER and Financial bid of those qualified technically will only be opened.

7. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 7.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client’s request for clarification and the response shall be in writing.
- 7.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client’s request for clarification, its bid may be rejected.
- 7.3 Client also reserves right to seek confirmation/clarification from the ISSUER agency, on the supporting documents submitted by the bidder as per clause 2.1.

8. FINANCIAL BID OPENING PROCEDURE

8.1 The Financial Bids of all the technically qualified Bidders shall be opened by evaluation Committee.

9. Lowest bidder i.e. L-1 in Financial Bid would be selected.

10. RIGHT OF ACCEPTANCE:

- 10.1 The Registrar ARYABHATTA KNOWLEDGE UNIVERSITY, PATNA reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of ARYABHATTA KNOWLEDGE UNIVERSITY, Mithapur, Patna - 800 001 (Bihar) in this regard shall be final and binding.
- 10.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 10.3 The competent authority of the office of the ARYABHATTA KNOWLEDGE UNIVERSITY, PATNA reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- 10.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the Competent Authority of the Office of the ARYABHATTA KNOWLEDGE UNIVERSITY, PATNA reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
- 10.5 The office of ARYABHATTA KNOWLEDGE UNIVERSITY, PATNA may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

11. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

- 11.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within Three (3) days of receipt of the same by him.
- 11.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be binding to the contract.
- 11.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor to mobilize the man power.

12. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

- 12.1 The Earnest Money Deposit of the unsuccessful bidders in the technical Bid evaluation stage shall be returned after opening of the eligible financial bid.
- 12.2 The Earnest money Deposit of the unsuccessful bidders shall be returned on award of contract to the Successful bidder.

TERMS AND CONDITIONS OF CONTRACT

A. TERMS AND CONDITIONS OF CONTRACT

1. PAYMENT TERMS

- Annual recurring (bandwidth) charge shall be payable on quarterly basis after the submission of monthly connectivity report at the end of the quarter (3 months), for this the service provider will raise the bill atleast two weeks in advance before the end the each quarter.
- 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.
- In case there is price reduction in service components during the contract period then the vendor (ISP) will pass on all such benefits to Aryabhata Knowledge University, Patna.

2. LIQUIDATED DAMAGES

For any delay in Installation and Commissioning, the Aryabhata Knowledge University, Patna will charge penalty of 1.0% of the order value/week or part thereof, subject to the cost not exceeding 10% of the total cost.

3. PERFORMANCE GUARANTEE

- Performance Bank Guarantee (PBG) of value 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.
- The contract period shall be of 12 months from the date of acceptance of the purchase order depending on the duration for which the purchase order is placed for which may be extends for one more year depending upon satisfactory performance.

4. WARRANTY AND ANNUAL MAINTENANCE CONTRACT (AMC)

- The Internet with related equipments 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.
- The bidder shall ensure an uptime of 99.5% for the entire duration.
- ISP will ensure maintaining services from the nearest service centre 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.

5. TIME FRAME

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.

6. EXECUTION OF SLA / NDA

The vender should execute:

- a) A Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and as maybe prescribed by the Council and
- b) Non-disclosure Agreement (NDA). The vendor should execute the SLA and NDA within 15 days from the date of acceptance of Letter of Appointment.

7. LAYOUT PLAN

- A comprehensive Fiber Layout plan have to be submitted along with the Technical Proposal.
- The Layout plan must show the end to end connectivity of Fiber cable from ISP to Aryabhata Knowledge University, Patna using map.

B. SCOPE OF WORK

The detailed Scope of Work involves:

1. Provide dedicated **100 Mbps (1:1)**, (Dedicated wired Internet Leased Line Uncompressed and unshared).
2. The lease line from category "A" ISP (license from Govt. of India) should only be commissioned.
3. To ensure PoP level redundancy Ring Topology to be used for connectivity.
4. Provide a block of 16 Public IP's (IPV-4) to enable Aryabhata Knowledge University, Patna to use the same for web servers, mailing solution etc.
5. Bidder should provide the tool to monitor the bandwidth / network performance without additional cost.
6. The bidder should furnish Internet Bandwidth Utilization/performance reports on a monthly basis. However the bidder should also provide interface to Aryabhata Knowledge University, Patna for monitoring utilization / performance reports on real time, hourly, daily and weekly basis.
7. The bidder should provide all necessary equipment for connectivity, if any.
8. The vendor has to provide onsite support, when required.
9. The Actual Uptime on fiber Link to be calculated in respective month and will be measured against total uptime hours 99.5%. If the downtime exceeds the total uptime hours following penalty in % will be applicable:

S. No.	Downtime	Penalty in % on Quarterly bill
1.	<=1 hour	0
2.	1<D<=2 hour	10
3.	2<D<=3 hour	20
4.	3<D<=4 hour	30
5.	4<D<=5 hour	50
6.	5<D<=10 hour	70
7.	D>10 hour	100

Calculation of Actual Uptime % = (Actual Uptime Hours / Total Uptime hours) X 100

Definition: Total Uptime hours = No of days in month X 24

Actual Uptime Hours = Total Uptime hours – Downtime in hours in a month

Example:

In the Month of May total days is 31 and total down time in the same month in hours was 7 hours. In such case the Actual Uptime can be calculated as follows:

$$\begin{aligned} \text{Total Uptime hours} &= 31 \times 24 = 744 \text{ Actual} \\ \text{Uptime Hours} &= 744 - 7 = 737 \text{ Actual Uptime \%} \\ &= (737/744) \times 100 = 99\% \end{aligned}$$

SERVICE LEVEL AGREEMENT

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 Aryabhata Knowledge University, Patna incorporating following parameters:

- a. Working days: Seven days a week (Monday to Sunday)
- b. Throughput: 100% non-blocking [symmetric]
- c. Latency: < 100ms
- d. Packet Loss/Drop: < 1.0%
- e. Helpdesk Support (with preferably trouble ticketing/toll free number): 24 X 7 X 365
- f. Mean Time to Restore: 3(Three) hours. To be calculated on monthly basis
- g. Performance Reports: Real Time, Hourly, Daily, Weekly and Monthly
- h. Dedicated Account Management Team: Single point of contact for service requirements such as ordering, implementation, operations and billing.

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 Aryabhata Knowledge University, Patna and the service provider.

LOCATION FOR SUPPLY OF GOODS AND SERVICES AND INSTALLATION

Delivery, Installation of hardware and application software should be at, Room No – 503, Examination Block, Aryabhata Knowledge University, Mithapur , Patna – 800 001 (Bihar) at the risk and cost of successful bidder.

SPECIFICATIONS

The technical specifications are the minimum requirements of the purchaser. The Tenderer is at liberty to indicate higher specifications than the minimum level. The purchaser reserves the right to place order at the higher specifications offered by the Tenderer.

NON TRANSFERABLE TENDER

Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the University.

QUALIFICATION CRITERION

1. The bidder may be a Government Organization / PSU / PSE / partnership firm or a limited Company under Indian Laws.
2. The bidder should have acquired valid NLD and ISP License from DOT and has established Fiber/wireless network across India and operational from last 3 years.
3. Bidder Company should be profit making for last one financial year out of which at least three financial years i.e. 2016-17, 2017-18 & 2018-19.

4. The Bidder should have own access network for providing last mile (local loop).
5. The Bidder should have a valid ISO 9001:2008 certification.
6. The Bidder should have executed similar project for bandwidth provisioning in Government or Private sector.
7. Bidder should have own/direct International gateways.
8. The bidder must have capability to provide 100 percent backup through alternate submarine route in case of cut/failure of primary submarine cable. Documentary proof must be enclosed in this regard.
9. Bidder should have at least 02 cable landing station in India.

COMPLETENESS OF TENDER OFFER

The Tenderer is expected to examine all instructions, forms, terms, conditions and specifications in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Tenderer’s risk and may result in rejection of its tender offer. The tender offer is liable to be rejected outright without any intimation to the Tenderer if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Performa in the tender are not fully furnished.

ANNEXURES TO THE TENDERS:

The tender comprises of following schedules / Annexure:

Annexure-A	Specifications For Technical Offer
Annexure-B	Price Schedule
Annexure-C	Tender Offer Form
Annexure-D	Self-Declaration (Notarized Affidavit)
Annexure-E	Details Of Bidder
Annexure-F	Contract Form
Annexure-G	Performance Security Form
Annexure-H	Checklist

Annexure-A

Specifications for Technical Offer

Item No.	Item Name	Particulars	Quoted Specification	Compliance	Deviation
1.	Type of connectivity	1:1 Dedicated wired Internet Leased fiber Line Uncompressed and unshared. Last mile delivery on fiber.			
2.	Capacity	Internet Leased Line: 100 Mbps (One Connection)			
3.	Non shared On exclusive basis	1:1 Uncompressed and unshared			
4.	Uptime	99.5%			
5.	B/w guarantee	99%			
6.	Packet Loss	<1%			
7.	Latency	Less than 50 milli second from the respective Aryabhata Knowledge University, Patna router to the first hop of the service Provider.			
8.	Period	one years			
9.	Free WAN Public Static IPs	06 IP (IPV-4) Address [100 mbps internet connection]			
10.	Place of Installation	Internet Leased Line:100 Mbps at Room No- 503, Examination Block Aryabhata Knowledge University, Mithapur, Patna- 800 001 (Bihar)			

Part I: Requirements to be fulfilled

Sr. No	Features	Specifications/ Descriptions	Quoted Specifications	Compliance	Deviation
1.	Last Mile	Last mile connection from the PoP of the service provider to Room No- 503, Examination Block, Aryabhata Knowledge University, Mithapur, Patna-800 001 (Bihar). Should be high available and of Fiber.			
2.	Dedicated Symmetric Internet Bandwidth	Dedicated Symmetric Internet band width by peering with local POP of bidder to Aryabhata Knowledge University, Patna. The bidder must guarantee availability of 1:1 bandwidth on their backbone at Room No- 503, Examination Block, Aryabhata Knowledge University, Mithapur, Patna-800 001 (Bihar). From Their peering PoP up gateway router.			
3.	Delivery	Duration for commissioning of the link after placement of the PO: Within 30 days.			
4.	Implementation of Software at client side.(Cost of software should be included in the package, If Any)	<ul style="list-style-type: none"> a. Bandwidth Utilization b. Up time c. Packet loss d. Ping time 			
5.	Hardware for Termination	<ul style="list-style-type: none"> a. Router, Mux/Modem and any other hardware required to be provided by ISP. b. Supplied hardware should be included in the services and it will be the property of the ISP only. c. Maintenance of Hardware supplied by ISP will be the responsibility of ISP only. 			
6.	Diagram and Charts	<ul style="list-style-type: none"> a. Networking diagram between client, ISP and Gateway b. Bar chart indicating the proposed schedule of completion 			
7.	Services	Internet Router portat ISP Gateway for required bandwidth			
8.	Configuration	Configure the Hardware (Modem/Router etc.) and software cost of this should be included in the pack.			

Sr. No	Features	Specifications/ Descriptions	Quoted Specifications	Compliance	Deviation
9.	Installation	Installation and commissioning of the link With appropriate wiring. Cost of this should be included in the package.			
10.	Warranty	Warranty for the contract period.			
11.	DNS Services	The ISP should provide DNS services including reverse lookups.			
12.	Installed Internet capacity	Installed capacity of atleast 100 Mbps on FIBER.			
13.	EMD	Earnest Money deposit of Rs. 50,000 for 100 mbps in the shape of an Account payee Demand Draft from any commercial Bank favouring "Aryabhatta Knowledge University Registration & Examination Fund" or through electronic fund transferrin Aryabhatta Knowledge University A/c No. 35408969451, IFSC Code SBIN0015996, SBI Bank, CNLU Campus, Mithapur, Patna 800 001.			
14.	Performance Bank Guarantee (PBG)	Performance Guarantee 5% of the contract value in the form of Bank Guaranty.			
15.	Free WAN Public Static IP Addresses	For various operations static IP (IPV -4) addresses are required at Aryabhatta Knowledge University, Patna. The number of statics addresses should be 06 (six) [100 mbps] at AKU, Patna. The IPs should not be Blacklisted IPs (without NAT IPs)			
16.	Layout Plan	A comprehensive Fiber Layout plan have to be submitted along with the Technical Proposal. The Layout plan must shows the end to end connectivity of Fiber cable from ISP to Aryabhatta Knowledge University, Patna using map.			

PRICE-BID

ANNEXURE-B
PRICE SCHEDULE (PS)
Tender Reference:
Last date and time for submission of Tender :
SUBJECT: Tender Document for Participation in the Tender Process for Supply Bandwidth Requirements Over Fiber, at Room No- 503, Examination Block Aryabhata Knowledge University, Mithapur, Patna- 800 001 (Bihar). As Specified in the Schedules
That we are sole owner/authorized agents/ of
.....
That we/the undersigned agency is equipped with adequate hardware/software and other facilities required for providing services and our establishment is open for inspection by the representatives of Aryabhata Knowledge University, Patna
We hereby offer to provide Services at the prices and rates mentioned in the financial bid (as per financial template).
We do hereby undertake, that,
In the event of acceptance of our bid, the Services shall be provided as stipulated in the work order and the tender terms and conditions to the Bid and that we shall perform the entire incidental services.
The prices quoted are inclusive of all charges inclusive of traveling, hardware/ software/ manpower etc. for providing the desired services.
We agree to abide by our offer a period of 60 days from the date fixed for opening of the tenders and what we shall remain bound by a communication within that time.
We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per these terms and condition.
We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

SCHEDULE

Place of Installation:- Room No- 503, Examination Block, Aryabhata Knowledge University, Mithapur, Patna- 800 001 (Bihar).

100 Mbps 1:1 Dedicated Internet leased line over

Component wise Rates Price Quoted (in Rs.)

S. No.	Item	Order placed for 1 year (12 months)
1.	<i>Fixed Charges (One Time Charges) (Installation, Commissioning, Testing)</i>	Rs. In Words:
2.	<i>Recurring service charges including detection and mitigation services for one years</i>	Rs. In Words:
3.	Taxes GST- (PI Specify)	Rs. In Words:
4.	Total	Rs. In Words:
GRAND TOTAL		For 1 year: Rs. IN WORDS: Rs.

Note: In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with Aryabhata Knowledge University.

NOTE:-	
1.	The financial bid scrutiny for evaluation of the bid will be based on the GRAND TOTAL of all schedules.
2.	The order shall be placed for 12 months. However, the performance shall be reviewed at the end of every 12 months and shall be continued for next 12 months on the satisfactory performance and adherence to the SLA. Aryabhatta Knowledge University, Patna reserves the right to terminate/discontinue the services at any point of time, if the agreed SLA is not met.
3.	In case of extension in the supply of service, the differential cost will be paid to the ISP for the extended contract period.
4.	All the costs should be quoted in Indian Rupees and should be fixed on lump-sum basis, no escalation of cost will be allowed under any circumstances.
5.	Aryabhatta Knowledge University, Patna shall not pay separately any specific statutory taxes / service charges to any authority.
6.	No hidden charges will be allowed, if any
7.	Bills should be raised in the name and will be paid by the Competent Authority, as specified in the tender.
	I/We, hereby, undertake that we shall not ask for any other charges other than the charges specified above. We also confirm that we will make our own arrangements at our own cost for traveling, boarding, lodging, communication etc. for successful implementation.

Dated: Signature:

Name of Agency:

Company Seal

Full Address:

ANNEXURE-C
TENDER OFFER FORM
Date: _____
<i>SUBJECT: Tender Document Supply, Installation and Maintenance Of 1:1 Dedicated Unshared Internet Leased Fiber Bandwidth Requirements Over Fiber to Aryabhata Knowledge University, Patna As Specified in the Schedule.</i>
Gentlemen:
Having examined the tender documents including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to work as Vendor as mentioned in the Scope of the work as required by Aryabhata Knowledge University, Patna in conformity with the said tender documents.
I/We declare that we are an established service Provider in the area of IT service Provider under the name and style of
We declare that we are equipped with adequate machinery/technology for providing the services as per the parameters laid down in the Tender Document and we are prepared for live demonstration of our capability and preparedness before the representatives of the Aryabhata Knowledge University, Patna.
I/ We undertake that the Prices are in conformity with the specifications prescribed. The quote is inclusive of all costs likely to be incurred for executing this work.
I/we undertake, in the event of acceptance of our bid, the services shall be provided as stipulated in the schedule to the Bid Document and that we shall perform all the incidental services.
If our Bid is accepted we shall submit the performance guarantee of bank as specified in the Tender document for the due performance of the Contract during the Contract period at the time of signing of Agreement in the Form prescribed by the Tendering Authority.
I / We agree to abide by this Bid for the period of 60 days after the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
Until a formal contract is prepared and executed, this Bid offers, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.
We understand that you are not bound to accept the lowest or any offer you may receive.
We agree to the terms and conditions mentioned in the Tender Document.
Dated this _____ day of _____ Signature:
(in the Capacity of)
Duly authorized to sign the tender offer for and on behalf of

Encl.: - (A) Envelope-1 (Original Technical Bid)	
1.	EMD
2.	Tender offer form duly filled in.
3.	Bidders Authorization Certificate.
4.	Self-Declaration for unblemished record
5.	Details of Bidder
6.	Performance statement along with necessary Documents
7.	Earnest Money Deposit
8.	GST
9.	Tender Document duly signed.
10.	Copies of Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern Company etc.
11.	Copy of the Factory Registration Certificate, if applicable
12.	Copy of the PAN Card
13.	Proof in support of minimum 3 clients (present and / or past) who are Govt. Department with total order volume of min. 50 lacs to Rs. 2 cr for last 2 years out of which one assignment should have successfully executed with order value of minimum Rs. 50 lacs . From single Public Sector Client. Work-orders along with completion Certificates / Client's Testimonial given by concerned organizations or whom work is done should be submitted.
14.	Proof in support of proven track record of having successfully provided on-going training, maintenance of and handholding support for its developed applications.
15.	Proof in support of prominent presence at Delhi and near area
16.	Technical Proposal
17.	Hardware resources proposed for deployment.
18.	Problem Escalation Mechanism with name, designation and contact details at each level up to the level of CEO
19.	Copies of its audited financial statements for past three financial years (<u>2016-17, 2017-18 & 2018-19</u>).
	(B) Envelope-2 (Sealed Commercial Bid)
1.	Price Schedule, duly stamped and signed

SELF-DECLARATION(NOTARIZED)

Date: -

In response to the tender No Dated..... as a

owner/ partner/ Director of I / We hereby declare that our Agency..... is having unblemished past record and was not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time.

I/ We M/s (Name of the Company) are not blacklisted in any Department of Government of India or any State Government.

I/We further undertake that our partner M/s..... (Name of Vendor) having office are also not blacklisted in any Department of Government of India or any State Government.

I/We hereby declare that there are no pending cases against M/s (Name & Address of Bidder) with Department of Government of India or any State Government or any other court of law.

I/We hereby declare that Bidder's company or Director/Owner of the company have not been declared by any Court or Competent Authorities insolvent or involved in any fraudulent mean (Economical & Criminal) as on the date of Notification of Tender.

Name of the Bidder: -

Signature: -

Seal of the Organization: -

ANNEXURE-E**DETAILS OF BIDDER**

Please ensure that your response clearly answers all the questions. If you use additional schedules or documentation to support your response, make sure that they are clearly cross- referenced to the relevant question.

General Profile of the Company/Firm:-

Name and Address of the Company /Firm With Telephone Nos., Fax, email and Website.

Date of Incorporation

Offices Situated at different location

Infrastructure Facilities

Turn over for last three years (Audited Annual Accounts and Annual Reports of three accounting years to be submitted)

Executive Profile

GST Registration Number

PAN No.

Premises / space available in square feet in Bihar or nearby location

Details of Manpower :-

Technical Personal available :

Quality Certificate, if any:

S.No.	Name of the Certificate	Certified By	Year of getting Certification	Whether Certificate is valid as on date

Awards for Products/ Services, If any

S.No.	Name of the Award	Year by	Year of getting Award	Field of Award

Name, address and Telephone Number [Office, Residence, Mobile] of the Contact Person to whom all References shall be made regarding this tender:		
Telephone :	Office :-	Residence:-
Mobile :-	FAX No.:-	Email:-
Place:-	Signature:-	
Date:	Name:-	
Company Seal :		
Note:-		
1. In-adequate information could lead to disqualification of the bid.		
2. All items should be supported by proper documents.		

AGREEMENT

ANNEXURE-F
CONTRACT FORM (CF)
AGREEMENT MADE this _____ day _____ of Two Thousand _____ Between _____ (hereinafter called "the Contractor") of the one part and Aryabhata Knowledge University, Patna of the other part.
WHEREAS the contractor has tendered for providing Total solution for installation of 100mbps (1:1 dedicated) internet leased line over fiber at Aryabhata Knowledge University (hereinafter called "The Tendering Authority ") as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the contractor has deposited with the Tendering Authority the sum of _____ Rs. (Rupees _____ only) as security for the fulfilment of this Agreement.
NOW IT IS HEREBY AGREED between the parties hereto as follows:
The contractor has accepted the contract on the terms and conditions set out in the tender notice no. _____ Dated _____ as well in the acceptance of tender No. _____ dated _____, which shall hold good during period of this agreement.
Upon breach by the contractor of any of the conditions of the agreement, the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the Aryabhata Knowledge University to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the Aryabhata Knowledge University.
Upon the determination of this agreement whether by efflux ion of time or otherwise the said deposit shall after the expiration of months from the date of such determination be returned to the contractor but without interest and after deducting there from any sum due by the contractor to the Government under the terms and conditions of this agreement.
This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one month notice in writing without compensating the contractor.
The Tendering Authority may give notices in connection with the contract.
In consideration of the payments to be made by the Tendering Authority to the Bidder as hereinafter mentioned the Bidder hereby covenants with the Tendering Authority to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

The Aryabhata Knowledge University hereby covenants to pay the Bidder in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Aryabhata Knowledge University, Patna shall be entitled to render services from else other organization after giving due notice to the Bidder on the amount and at the risk of the Bidder without cancelling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

In the event of action to be taken, the contractor shall be liable for any losses, which the Aryabhata Knowledge University, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

.....
.....

CONTRACTOR

Witnesses

1.

2.

ANNEXURE-G
PERFORMANCE SECURITY FORM (PSF)
To:
(Name of Indenter)
WHEREAS _____ (Name of Bidder) hereinafter called "the Bidder" has undertaken Contract No. _____ dated, _____ 20__ to render services hereinafter called "the Contract".
AND WHEREAS we have agreed to give the Bidder a guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of _____ (Amount of the guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the contract and without cavil or argument, any sum or sums within the limit of _____ as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein.
This guarantee is valid until the _____ day of _____ 20__
Signature and Seal of Guarantors
Date
Address:

Annexure- H**Checklist**

Sl. No.		Description	Yes/No/NA	Page No.
1.	Annexure -A	Specifications For Technical Offer		
2.	Annexure –B	Price Schedule		
3.	Annexure –C	Tender Offer Form		
4.	Annexure –D	Self-Declaration (Notarized Affidavit)		
5.	Annexure –E	Details of Bidder		
6.	Annexure –F	Contract Form		
7.	Annexure –G	Performance Security Form		
8.	Annexure –H	Checklist		
9.		Authorization Letter from OEM attached		
10.		Technical/Financial offers duly signed		
11.		EMD		

Vendors are request to arrange support documents as per checklist.

(Signature of the representative)

Name:

Designation:

Name of the Company:-

Instructions for Bid Submission:

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,
The Registrar,
ARYABHATTA KNOWLEDGE UNIVERSITY,
Mithapur,
Patna -800 001 (Bihar)

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: **005/Exam/089/AKU/2017[Vol.- II]- 230** dated : **22.01.2021**

Name of Tender / Work: - Tender for Inviting Bids for participation in Leased Line Internet connection on Fiber Optic Link for 100 mbps.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: <http://akubihar.ac.in/> as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. 1 to 33 (including all documents like annexure(s), schedule(s), etc.) which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

**(Signature of the Bidder,
with Official Seal)**