

All India Council for Technical Education

(A Statutory body under Ministry of Education, Govt. of India)

Nelson Mandela Marg, Vasant Kunj,
New Delhi-110070,

Phone: 011-29581328

Website: www.aicte-india.org



e-Tender Document

For

Internet Leased Bandwidth

Tender Reference Number	<u>F-No. AICTE/e-Gov/A-ISP/265</u>
Date of Issue of Tender	16.02.2023
Due Date / Last Date for Online Submission of Tender	15.03.2023
Date of online opening of Technical Bid	16.03.2023
Name & Address of Tenderer	Member Secretary, ALL INDIA COUNCIL FOR TECHNICAL EDUCATION, NEW DELHI. Nelson Mandela Marg, Vasant Kunj, New Delhi – 110070

All India Council for Technical Education, New Delhi
(Tender Reference No: F-No AICTE/e-Gov/A-ISP/265)

INVITATION FOR TENDER OFFERS

All India Council for Technical Education, herein after referred to as the AICTE, invites **online bids on two bid system** (Technical bid and Commercial bid) in the prescribed Tender Document from eligible reputed firms for Supply, Installation and maintenance of **500 Mbps 1:1** Dedicated Unshared Internet Leased Bandwidth requirements over Fiber with DDoS Detection & Mitigation Services (to protect against 1 GB of DDoS data/traffic), at Data Center in AICTE Hqrs., Nelson Mandela Road, Vasant Kunj, New Delhi-110070 as Alternate Internet Leased Line Connectivity for Redundancy / Backup.

Bid collection and submission details:	
Tender reference Number	F-No AICTE/e-Gov/A-ISP/265
Last date and time for receipt of online tender offers	15.03.2023
Date of online opening of technical bid	16th March, 2023
Tender Validity Period	Tender should remain valid for 180 days
Earnest Money Deposit	Rs. 3,00,000/- (Rupees Three Lakh only) by Demand Draft / Bank Guarantee in favour of "Member Secretary", AICTE, New Delhi-70," payable at New Delhi-70. To be submitted at the AICTE Hqrs, Nelson Mandela Marg, Vasant Kunj, New Delhi – 110070 after submitting the tender on GeM Portal
Address for communication	Member Secretary, ALL INDIA COUNCIL FOR TECHNICAL EDUCATION, Nelson Mandela Marg, Vasant Kunj, New Delhi
Phone Numbers	011-29581328
e-Mail	tenderegov@aicte-india.org
Estimate cost	Rupees 95 lakhs excluding taxes

ABOUT AICTE:

The All India Council for Technical Education (AICTE), set-up in November 1945 as a national level Apex Advisory Body, is marching ahead with its mission of developing and promoting qualitative technical education in the country in a coordinated and integrated manner. The Council is constantly endeavoring to encourage a meaningful association between the technical education system and research & development activities in a concerted effort aimed at nation-building.

IT INITIATIVES UNDERTAKEN BY THE AICTE:

Technical education at all levels in the country is witnessing a consistent growth pattern marked by the setting up of new Institutions and improvement of the existing ones in tune with the quality assurance norms. The Council believes in providing the proper impetus to

Institutions in generating competent engineers and scientists and encouraging them to think beyond the curriculum while imparting training for the advancement of knowledge. Having a larger public interface, e-Governance has become an essential part of the management system in AICTE. AICTE has introduced e-governance system for greater transparency and accountability in the working of AICTE. The emphasis on e-governance is to ensure transparency, implementing a tech- savvy approach to enable faster processing and clearly defining the infrastructural norms in Institutions are just a few pointers towards AICTE's efforts at fostering a technical education system which is at par with the best Institutions in the world.

CURRENT INFRASTRUCTURE

AICTE has its head office at Nelson Mandela Marg, Vasant Kunj, New Delhi-110070. AICTE has implemented e-Governance project for processing applications for starting of new institutes and extension of approval to existing institutions through AICTE web site at www.aicte-india.org. The AICTE Data Centre is located at AICTE Hqrs., Nelson Mandela Marg, Vasant Kunj, New Delhi.

Currently, Internet Leased Line Connectivity of 1GBPs (1:1 dedicated wired Internet Leased Line with last mile connectivity over Fibre along with DDoS Detection & Mitigation Services) is being provided by PGCIL (Powergrid Corporation of India Ltd).

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 Leased Line 500Mbps 1:1 dedicated wired Internet Leased Line Uncompressed and Unshared (with DDoS Detection & Mitigation Services to protect against 1 GB of DDoS data/traffic). Last mile delivery on Fiber only.	Single Installation at AICTE Data Centre, AICTE Hqrs., Nelson Mandela Road, Vasant Kunj, New Delhi-70 Note : The Internet Leased Line capacity is likely to be increased to 01 Gbps within the next Three (03) years

INSTALLATION REQUIREMENTS

1. The installation of the Connectivity shall be carried out in the AICTE Hqrs., Nelson Mandela Road, Vasant Kunj, New Delhi-70 (Opposite to Ambience & DLF Mall).
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.

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 equipment 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 and shall deploy only trained service personnel to resolve the issues which may arise. Maximum time to repair (resolve & recover) a reported break down should be **Four 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 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. Council 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 AICTE, 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.
- v. Even if the goods are shifted to any other location of AICTE during the warranty period, the warranty should continue.

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 24 X 7 calculated on monthly basis.

SPARES

Vendor shall maintain the sufficient Spares for maintaining required uptime guarantee.

TRAINING

Vendor shall provide basic training, free of charge for AICTE end users, whenever required to do so by AICTE.

B. INSTRUCTIONS TO TENDERERS

DEFINITIONS:

In this Contract, the following terms shall be interpreted as indicated below:

1. "Vendor or Contractor or Service Provider" shall mean the successful Bidder to whom the contract has been awarded and with whom the Tendering Authority signs the contract for rendering of goods and services.
2. "Contract" means the agreement entered into between the Tendering Authority and the Vendor, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
3. "Bidder" means any firm having proper legal Agreement between the parties with the lead firm taking the full responsibility of managing the project as required in the tender. The word "Bidder" when used in the pre award period shall be synonymous with "Vendor" which shall be used after award of the contract.
4. "The Contract Price" means the price payable/receivable to the Successful Bidder under the Contract for the full and proper performance of its contractual obligations;
5. "The Goods" means all the all the material/ services, which the Vendor is required to supply to the Tendering Authority under the Contract;
6. "Services" means services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services and other obligations of the Vendor covered under the Contract;
7. "Day" means a working day.
8. "Tendering Authority" or "Purchaser" means The Member Secretary, AICTE, New Delhi.
9. "Council" means All India Council for Technical Education
10. "AICTE" means All India Council for Technical Education

LOCATION FOR SUPPLY OF GOODS AND SERVICES AND INSTALLATION

Installation and Commissioning of Internet Services including delivery of the required hardwares & softwares will be at the AICTE Hqrs., Nelson Mandela Road, Vasant Kunj, New Delhi-70 (Opposite to Ambience & DLF Mall) 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.

COST OF TENDER DOCUMENT

Tender / RFP document may be down loaded free of cost from the **AICTE site: <https://www.aicte-india.org/bulletins/tenders>** and **GeM Portal site <https://www.gem.gov.in/>**

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 Council.

QUALIFICATION CRITERION

1. The Tender is being invited for selecting an Alternate Internet Supply Provider (ISP) for Redundancy / Backup. PGCIL (Powergrid Corporation of India Ltd.), being the existing Internet Supply Provider (ISP) of Internet Leased Line Connectivity of 1GBPs to AICTE Hqrs., Nelson Mandela Road, Vasant Kunj, New Delhi-70 shall not be eligible for participating in the present Tendering Process.
2. The bidder may be a Government Organization / PSU / PSE / partnership firm or a limited Company under Indian Laws having valid Class – A ISP License.
3. The bidder should have acquired valid NLD / UL (Unified License) / UASL (Unified Access Services License) and ISP License from DOT and has established Fiber/wireless network across India and operational from last 3 years.
4. Average Annual turnover of the bidder for the last 3 financial Years i.e. 2019 – 2020, 2020 – 2021 and 2021 – 2022 should be minimum Rs. 50 Crores.
5. The Bidder should have own access network for providing last mile (local loop).
6. The Bidder should have a valid ISO 9001:2008 certification.
7. The Bidder should have executed similar project for bandwidth provisioning in Government or Private sector.
8. The Bidder should have its own dedicated facility to provide DDOS Detection and

Mitigation Services. Leasing / Subletting, Assigning or Outsourcing this service is not permitted.

9. Should be registered with TRAI for providing Internet Bandwidth Service in India.
10. The ISP should have Call Center and Telephonic Support. The same shall be extended to AICTE for resolving minor issues and registration of faults / complaints.
11. Bidder should have Direct Access to International Gateways with a valid Class A ISP License.

TENDER VALIDITY PERIOD

Tender should remain valid for 180 days

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.

SIGNING OF TENDERS

The authorized signatory of the Tenderer shall possess Digital Signature Certificate (DSC) for submission of tender documents and MTF. The DSC holder/authorized signatory signing the tender shall state in what capacity he is/ they are, signing the tender, e.g., as sole proprietor of the firm, or as a Secretary/Manager/Director etc., of a Limited Company. In case of a Registered Partnership firm, the names of all partners shall be disclosed and the tender shall be signed by all the partners or by their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy, of the registered partnership deed along with duly executed Power of Attorney on a non-judicial stamp paper of appropriate value attested by a Notary (if applicable) shall be scanned and uploaded along with the tender. In case of limited company, the names of all the Directors shall be mentioned, and a copy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the company shall be scanned and uploaded along with a copy of the Memorandum and Articles of Association of the Company.

The Digital Signature Certificate (DSC) holder signing the tender, or any documents forming part of the tender, on behalf of another, or on behalf of a firm shall be responsible to submit a proper Power of Attorney duly executed on a non-judicial stamp paper of appropriate value attested by a Notary in his favour, stating that he has authority to bind such other person, or the firm, as the case may be, in all matters, pertaining to the Contract. **If the Digital Signature Certificate (DSC) holder so signing the tender fails to upload the said Power of Attorney his tender shall be summarily rejected without prejudice to any other right of the Corporation under the law.**

The Power of Attorney should be signed by all the partners in the case of a partnership concern, by the proprietor in the case of proprietary concern, and by the person who by his signature can bind the company in the case of a limited company. The Power of Attorney duly signed should be scanned & uploaded.

DOCUMENTS COMPRISING THE TENDER

The tender shall comprise of **Part–A Technical Bid** and **Part-B Price/ Financial Bid** and all its **Annexures** and all **supporting documents** and **attachments**. The Bids complete in all respect including all attachments, annexures and supporting documents as prescribed in this Tender Document shall be uploaded by the authorized signatory as stipulated in the Tender. Hard copy of the tender documents will not be accepted.

The filled and signed attachments and supporting documents are to be scanned and uploaded at the space/packet provided in the GeM portal. The original Attachments from the successful tenderer will be collected at the time of awarding of the contract.

EARNEST MONEY DEPOSIT

The Tenderer shall submit **Earnest Money Deposit (EMD) of Rs. 3,00,000/- (Rupees Three Lakh only)** by Demand Draft / Bank Guarantee in favour of “Member Secretary”, AICTE, New Delhi-70,” payable at New Delhi-70 to be deposited at AICTE Hqrs two hours before the date & time of end date of submission of bids. The Tender should upload scan copy of the same with the Technical Bid. Non submission of EMD will lead to rejection of the Tender.

SUBMISSION OF BIDS

Tenders to be submitted online in two parts, viz., **Part–A** Technical bid and **Part-B** Price / Financial bid.

Tenderer must submit their Bids well within the stipulated date & time and no opportunity shall be given to Tenderer to withdraw any offer at any stage after the submission of the Bids.

A Tenderer can submit only one proposal. If a Tenderer submits more than one proposal, all such proposals shall be rejected summarily.

The Tenderer shall not incorporate any condition in the Bids as conditional Bids/ Bids which are not submitted strictly in accordance with the Bid terms shall be rejected.

All supporting documents except tender document have to be scanned and uploaded in Technical Bid Part-A. Price/Financial Bid as per Part-B has to be scanned, encrypted and uploaded at the requisite places in the GeM Portal. All the Annexures of the Tender document duly signed on each page by the Tendered should be scanned and uploaded in the GeM Portal. The Price/Financial bid format (Part-B) is provided in a spread sheet file, which is to be downloaded and the rates offered should be entered in the allotted space and uploaded after filling the relevant columns (such as rates & particulars of the bidder). The Price Bid/BOQ template shall not be modified/ replaced by the Tenderer; else the Tender submitted is liable to be rejected.

As a condition precedent for issuing the acceptance letter, the successful Tenderer shall submit the hard copy of Tender document duly signed by the Authorized Signatory with self-attested copies of the supporting documents uploaded along with the Technical Bid within 7 days from the date of communication of AICTE advising the tenderer to furnish the same failing which his Offer is liable to be rejected and the EMD will be forfeited.

While preparing the Technical and Price/Financial Bid, Tenderer is expected to provide correct and relevant information. If at any stage it is found that the information/ documents supplied by the Tenderer is incorrect/forged, AICTE reserves the right to initiate appropriate legal proceedings including Termination of the contract & forfeiture of EMD deposit.

The Technical Bid shall not include any information sought in the Price/Financial Bid. All other tender documents except Price/Financial Bid shall be uploaded with Part –A Technical Bid.

The Technical Bid shall include the following:

- (i) All supporting documents except tender document have to be scanned and uploaded in Technical Bid. Price/Financial Bid as per Part-B has to be scanned, encrypted and uploaded at the requisite places in the GeM Portal.
- (ii) All the Annexures of the Tender document duly signed on each page by the Tenderer should be scanned and uploaded in the GeM Portal.
- (iii) Scanned copy of instruments/Bank Guarantee / DD No. as evidence for payment of EMD.
- (iv) Self-attested Scanned copies of Authority of Authorized Signatory/ Power of Attorney/ Partnership deed/ Memorandum of Association/Articles of Association/ Authority of BOD of a Company, Experience certificates, PAN Card & GST Registration Certificate etc. as the case may be and as stipulated in the Tender document.
- (v) The Digital Signature Certificate (DSC) holder signing the tender, or any documents forming part of the tender, on behalf of another, or on behalf of a firm shall be responsible to submit a proper Power of Attorney duly executed on a non-judicial stamp paper of appropriate value attested by a Notary in his favour, stating that he has authority to bind such other person, or the firm, as the case may be, in all matters, pertaining to the Contract
- (vi) Tenders which do not comply with these instructions shall be summarily rejected.
- (vii) The Tenderer shall bear all costs associated with the preparation and submission of its tender. AICTE will in no case be responsible or liable for these costs, regardless of outcome of the Tendering process.
- (viii) The Tenderers shall submit the Price/Financial Bid in prescribed format clearly indicating the rates in both figures and words, in Indian Rupees (INR), duly signed by the Authorized Signatory. In the event of any difference between figures and words, the amount indicated in words shall prevail.
- (ix) The rates quoted by Tenderer shall be applicable & firm throughout the period of the contract.
- (x) The AICTE is not responsible for non-submission of Tender within the specified date and time due to any reason.
- (xi) Service providers are requested to read the instructions contained therein carefully & meticulously for submission of tenders through GeM portal.
- (xii) Any attempt by Tenderer to change the format of any appendix/annexure of tender document while uploading or any attempt to tinker with the software of the portal will render his bid document liable for cancellation and his subsequent blacklisting.

- (xiii) Tender document not accompanied by all the Schedules/Annexures intact and duly filled in and signed shall be rejected.
- (xiv) The AICTE shall not be liable for any omission, mistake or error on the part of the Tenderer in submitting the Tender.
- (xv) The Technical offer should include all items asked for in Annexure-A.
- (xvi) The Technical bid should be complete in all respects with all the columns filled in including "Accepted / Deviations".
- (xvii) The Technical Specifications are the minimum requirements of the purchaser. The Tenderer is at liberty to indicate higher specifications than the minimum level EXCEPT THE BANDWIDTH. The purchaser reserves the right to place order at the higher specifications offered by the Tenderer.
- (xviii) Filling up of the Technical Detail Form using terms such as "ok", "acceptable", "noted", "as given in brochure / manual" is not acceptable. The Purchaser may treat offers not adhering to these guidelines as unacceptable.

The Price/Financial Bid shall ensure the following:

- (i) Commercial Offer as per **Annexure B** shall be submitted.
- (ii) It should give all relevant price information and should not contradict the Technical Offer in any manner.
- (iii) The prices quoted in the commercial bid should be without any conditions.
- (iv) The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the tender either with the technical or commercial bids submitted.
- (v) The price schedule must be filled in completely, without any error, erasures or alterations.
- (vi) Tenderer should quote only all-inclusive Price inclusive of Supply, Installation, commissioning, Transportation, Forwarding, Insurance, Training, Warranty etc. Taxes, GST etc. will be additional as applicable at the time of billing.
- (vii) The commercial offer shall be on a fixed price basis. No price variation should be asked for relating to increase in dollar price variation. Taxes will be additional as applicable at the time of billing.
- (viii) Price quotation accompanied by vague and conditional expression such as "subject to immediate acceptance", "subject to confirmation before sales", etc. will be treated as being at variance and shall be liable for rejection.
- (ix) Prices quoted will be firm for the entire period of Contract. All prices to be quoted in **Indian Rupees**, exclusive of all applicable taxes and GST. Taxes and GST will be additional as applicable at the time of billing.
- (x) It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost

Proposal in a clear and accurate manner. Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal will be considered as valid ground for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor.

The EMD submitted by the bidder will be forfeited if:

- The bidder withdraws his tender before processing of the same.
- The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" issued by Council.
- The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.

The EMD will be refunded to:

- The successful bidder, 3 months after successful installation, commissioning and testing of Goods and services.
- The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee for 10% of the contract value.
- The unsuccessful bidders, only after acceptance of the "Letter of Appointment" by the selected bidder.

OPENING AND EVALUATION OF TECHNICAL BIDS

The Technical Bids will be opened online at AICTE (HQ), New Delhi as per schedule indicated in the Tender and evaluated as per the Tender terms & Conditions and Instructions. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.

To assist in the scrutiny, evaluation and comparison of offer, the Purchaser may, at its discretion, ask some or all Tenderers for technical clarification of their offer. The request for such clarification and the response shall be in writing. To speed up the response process, the Purchaser, at its discretion, may ask for any technical clarification to be submitted by means of facsimile by the Tenderer. In such cases, original copy of the document describing the technical clarification must be sent to the Purchaser by means of courier / in person.

The Purchaser will short list technically qualifying Tenderers and Commercial offers of only these Tenderers will be opened.

OPENING AND EVALUATION OF PRICE/FINANCIAL BIDS

Price/Financial Bids of only technically qualified Tenderer (s) will be opened online at the time and place for which separate Notice will be given to the technically qualified service providers. The technically qualified Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Price/Financial Bids with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.

Price/Financial Bids will be opened by the Evaluation Committee appointed by AICTE. The Evaluation Committee, after determining whether the Price Bids are complete and without errors, shall determine the lowest Price/Financial Bid (L-1).

After opening of the commercial offers of the short-listed Tenderers, if there is a discrepancy between words and figures, the amount indicated in words will prevail.

NO NEGOTIATION

AICTE shall not enter into any negotiation with any Tenderer, including Tenderer who has quoted L1 rates.

AUTHORISED SIGNATORY

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the Council, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Board Secretary, authorizing an official or officials of the bidder or a Power of Attorney copy, to discuss, sign agreements / contracts with the Council. The bidder shall furnish proof of signature identification for above purposes as required by the Council.

ONLY ONE SUBMISSION PERMITTED

Only one submission of response to tender by each Vendor will be permitted. Only one submission is permitted through the lead vendor / consultant. All submissions, including any Banking documents, will become the property of Council. Recipients shall be deemed to license, and grant all rights to, Council to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

PRELIMINARY SCRUTINY

- Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each offer to the tender document. For purpose to these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Tender Document without material deviations. The purchaser's determination of offer's responsiveness is to be based on the contents of the Tender Offer itself without recourse to extrinsic evidence.
- The Purchaser will scrutinize the offer to determine whether the offer is complete, whether required technical documentation have been furnished, whether the documents have been properly signed, and whether the offer is in order.

- A tender offer determined as not substantially responsive will be rejected by the purchaser and the commercial bid for such Tenderer will not be opened.
- The Purchase may waive any minor infirmity or irregularity in a Tender offer, which does not constitute a material deviation. This shall be binding on all Tenderers and the Purchaser reserves the right of such waivers.

AWARD CRITERIA

- Contract will be awarded to the Technically Qualified Tenderer whose Commercial Offer has been determined to be lowest evaluated offer with the right of AICTE to negotiate still for a better price. **The Commercial Offer will be considered in totality for the Entire Project. Individual Cost Components will not be considered in isolation for determining the Lowest Commercial Offer.** Contract may be awarded even if only one bidder qualifies Technical / Commercial offer. However, AICTE reserves the right to take appropriate decisions in such case which shall be final.
- Contract will be awarded for **5 (Five) years / 60 (Sixty) Months on Annual Renewal Basis** subject to **Satisfactory Performance.**
- **After 5 (Five) years / 60 (Sixty) Months, contract may be renewed, for a period to be decided by mutual consent, at same terms & conditions of the existing contract.**

RIGHT TO ALTER ITEMS

- The Purchaser reserves the right to award the contract for 500Mbps 1:1dedicated wired Internet Leased Line Uncompressed and Unshared (with DDoS Detection & Mitigation Services to protect against 1 GB of DDoS data/traffic). Last mile delivery on Fiber only.
- The Purchaser reserves the right to delete items from the schedule of requirements specified in the tender. The Purchaser also reserves the right to alter the quantity.
- The purchaser reserves the right to vary specifications.

NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

- AICTE shall be under no obligation to accept the lowest or any other offer, including those received late or incomplete offers, without assigning any reason whatsoever.
- AICTE reserves the right to make any changes in the terms and conditions of the tender.
- AICTE will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

CORRUPT AND FRAUDENT PRACTICES

- The Purchaser will reject a proposal for award if it determines that Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing

for the contract in question.

SIGNING OF CONTRACT AGREEMENT

- Within Thirty (30) days of receipt of Purchase order, the successful Tenderer shall sign and date the contract and return it to the Purchaser.

C) TERMS AND CONDITIONS OF CONTRACT

1. PAYMENT TERMS

- 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.
- 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.
- Payment of taxes, GST and other applicable Government levies will be made according to the rules and regulations as existing on the date of the payment.

2. LIQUIDATED DAMAGES

For any delay in Installation and Commissioning, the AICTE 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.

3. PERFORMANCE GUARANTEE

- Performance Bank Guarantee (PBG) of 10 % 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.
- Contract will be awarded for **5 (Five) years / 60 (Sixty) Months on Annual Renewal Basis** subject to **Satisfactory Performance** from the date of Commissioning of the Internet Services.

4. WARRANTY AND ANNUAL MAINTENANCE CONTRACT (AMC)

- 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.
- 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.

a. PENALTY FOR DOWNTIME

- If the services remain down for any reason for more than 4 hours including Saturday and Sunday, then 0.5% of the proportionate contract value will be deducted as penalty and if services remain down from 24 hours to one week including Saturdays, Sundays, and holidays then 1% of the proportionate contract value will be deducted as penalty.
- 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 Council will have right to cancel the order and go for any other ISP.

Note : Contract Value will be the 'Recurring Charges for the Calendar Year' in which the Penalty is to be deducted.

b. PENALTY FOR DELAY IN COMMISSIONING

- The schedule to be given for testing and acceptance and/or delivery and installation at site is to be strictly adhered to, in view of the strict time schedule for implementation of various projects of the council as *time is essence of the contract*. Any unjustified and unacceptable delay in delivery beyond the delivery schedule as per purchase order shall render the vendor liable for liquidated damages and thereafter the council holds the option for cancellation of the order of pending supply and procures the same from any other vendor and invoke the security deposit of the vendor. The Council may deduct such sum from any moneys in their hands due or to become due to vendor. The payment or deduction of such sums shall not relieve the vendor from his obligations to complete the process of commissioning or from his other obligations and liabilities under the contract.

5. TIME FRAME

- **Project is to be completed within 60 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 vendor 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. OPERATIONAL TRAINING

- A comprehensive Training Plan is to be submitted along with the Technical Proposal.
- Bid price shall include training on the system for the AICTE staff who will be the end users of the system.
- The training will be as per the satisfaction of the client / end user.

8. CANCELLATION OF CONTRACT AND COMPENSATION (EXIT CLAUSE)

The Council reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Council on the following circumstances:

- i. The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- ii. The bidder goes into liquidation voluntarily or otherwise.
- iii. The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory by the AICTE.
- iv. In addition to Clauses 8(i) & 8(iii) above, if, after the award of the contract, the selected bidder does not perform satisfactorily or delays execution of the contract, the Council reserves the right to get the balance contract executed by another party of its choice by giving **3 (Three) months notice** for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Council may have to incur to carry out bidding process for the execution of the balance of the contract.
- v. The Council reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.
- vi. The purchaser shall be entitled and it shall be lawful on his part to forfeit the amount

of Performance Bank Guarantee in whole or in part in the event of any default, failure or neglect on part of the contractor in fulfillment or performance of the contract under reference in all respects satisfaction of the purchaser. The purchaser shall be entitled to deduct from the amount of Performance Bank Guarantee any loss or damage which the purchaser may suffer or be put by any reason of or due to any act or other default recoverable by the purchaser from the contract. The losses recoverable by the purchaser from the Performance Bank Guarantee shall include all losses incurred by the purchaser during the warranty period on account of failure of equipment or delay in attending the equipment by the contractor during the warranty period as per stipulations of the contract.

9. ASSIGNMENT

- Neither the contract nor any rights granted under the contract may be sold, leased, 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 Council.

10. SUBCONTRACTING

- The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Council.

11. APPLICABLE LAW AND JURISDICTION OF COURT

The Contract with the selected bidder shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other Courts).

11.A DISPUTE RESOLUTION AMICABLY/ARBITRATION/COURT OF LAW

Any dispute between the parties arising after the award of the tender shall be resolved by the representatives nominated by good offices of both the parties through the process of negotiation amicably.. In case the dispute is not resolved, then it shall be referred

If the dispute is not resolved, then it shall be referred to the Sole arbitrator who shall be appointed with the consent of both the parties. The arbitration proceedings shall be conducted as per the provisions contained in the Indian Arbitration and Conciliation Act, 1996(as amended from time to time and in force at the time when the reference is made). The Sole Arbitrator shall be appointed within a period of 30 days from date of receipt of written notice/demand of appointment of arbitrator from either party. The decision of the Arbitrator shall be binding on both the parties. The cost of the arbitration proceedings shall be borne equally by both the parties as per Arbitration Rules. The seat and jurisdiction of the arbitration proceedings shall be at New Delhi. The arbitration proceedings shall be in English language.

If any dispute still remains unsettled, in that case, the same shall be adjudicated by the Courts of Law at New Delhi

DISPUTE RESOLUTION BETWEEN TWO GOVT. DEPTTS.

Any and all disagreements/differences / disputes arising hereunder shall be resolved amicably by the designated senior executives/officers of the good offices of both Parties. This tender document contains the entire understanding between the Parties hereto and supersedes all prior arrangements, understandings, and agreements, written or oral, on the subject hereof. Any part of this tender document which is not enforceable due to any

reason whatsoever will be deemed to be inoperative and the rest of the provisions in the tender document will continue to be valid and binding on the Parties hereto.

If any disagreement/difference/dispute still remains unresolved in that event it shall be resolved as per the provisions contained in the Office Memorandum No.

334774/DoLA/AMRD/2019, dated 31 March 2020, Department of Legal Affairs, Ministry of Law & Justice, Government of India.

12. NO LEGAL RELATIONSHIP

No binding legal relationship will exist between any of the Recipients / Respondents and Council until execution of a contractual agreement.

13. DISQUALIFICATION

Any non-confirmation to above tender details can be treated disqualification. Any form of canvassing/lobbying/influence/query regarding short listing, status etc will be a disqualification.

D) SCOPE OF WORK

The detailed Scope of Work involves:

- a. Provide **500 Mbps** 1:1 Dedicated Unshared Internet Leased Bandwidth requirements **over Fiber**, with DDoS Detection & Mitigation Services (to protect against 1 GB of DDoS data/traffic), upgradable **within 7 (Seven) Working days**, without up-gradation of last mile. The up-gradation could be requested in steps of 100 Mbps. The price bid should reflect the offered rate for incremental bandwidth also. The contracted rate for incremental bandwidth would be valid for entire period of the contract. The Internet (Bandwidth) links have to be commissioned at AICTE's Building, Nelson Mandela Road, Vasant Kunj, New Delhi-110070.
- b. Ring Topology to be used for connectivity.
- c. **Provide a block of 64 Public IP's (IPV-4) to enable AICTE to use the same for web servers, mailing solution etc.**
- d. The bidder should furnish Internet Bandwidth Utilization/performance reports on a monthly basis. However, the bidder should also provide interface to AICTE for monitoring utilization / performance reports on real time, hourly, daily and weekly basis.
- e. Vendor shall handle 1 GB of DDoS attack and also ensure that DDoS infra itself does not go down and become unavailable to the AICTE for mitigation without any additional charges to AICTE.

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 AICTE incorporating following parameters:

- a. Working days: Seven days a week (Monday to Sunday)
- b. Throughput: 100% non blocking [symmetric]
- c. Latency: <250ms
- d. Packet Loss/Drop: <1.0%
- e. Helpdesk Support (with preferably trouble ticketing/toll free number): 24*7*365
- f. Mean Time to Restore: 4 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 AICTE and the service provider.

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 AICTE locations for the entire duration of the contract period against all risks.

IPR INFRINGEMENT

As part of this project Bidder [Service Provider] will deliver different hardware / software [IOS]. If the use of any such software by / for the AICTE, infringes the intellectual property rights of any third person, Service provider shall be primarily liable to indemnify AICTE to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the conditions the claim relates to Software provided/used by Bidder/Service provider under this project.

ALTERNATE SERVICE PROVIDER

At any point during the contract, the AICTE reserves the right to engage Alternate Service Provider for redundancy / Backup.

LIMITATION OF LIABILITIES

In no event shall either party be liable with respect to its obligations under or arising out of this agreement for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of Bidder / Service Provider, arising at any time shall not exceed the total contract value.

E) FORCE MAJEURE

1. For the purposes of this agreement, Force Majeure means an event which is beyond the reasonable control of a Party and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse conditions, strikes, lockout or other industrial action (except where such strikes, lock out or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
2. Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

3. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder / Bidder's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
4. In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure

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	Performance Statement
Annexure-G	Specimen Contract Form
Annexure-H	Performance Security Form
Annexure-I	SLA & NDA
Annexure-J	Checklist

Annexure-A

Specifications for Technical Offer

Item No	Item Name	Particulars	Quoted Specifications	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: 500Mbps (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	250 millisecond on from the respective AICTE router to submarine cable teleport in USA/Europe/Asia Pacific during peak traffic hours.			
8.	Latency	Less than 50 millisecond from the respective AICTE router to the first hop of the service Provider.			
9.	Period (in years)	One /Two /Three / Four / Five			
10.	Public IP Pool	Minimum 64 IP (IPV-4)Address			
11.	Place of Installation	Internet Leased Line: 500Mbps at AICTE Head office Building, Nelson Mandel Road, Vasant Kunj New Delhi-110070.			

Annexure-A (Contd.)

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 the AICTE Hqrs. should be high available and of Fiber.			
2.	Dedicated Symmetric Internet Bandwidth	Dedicated Symmetric Internet bandwidth by peering with local POP of bidder to the AICTE Hqrs. The bidder must guarantee availability of 1:1 bandwidth on their backbone at AICTE Building, Nelson Mandela Road, New Delhi-70 from their peering PoP gateway router.			
3.	Delivery	Duration for commissioning of the link after placement of the PO: Within 60 days.			
4.	Increase in Bandwidth	With notice of 7 (Seven) Working days . The rates may be on basis of the accepted bid price or as per the terms and conditions.			
5.	Implementation of Software at client side. (cost of Software)	a. Bandwidth Utilization b. Up time c. Packet loss d. Ping time			
6.	Hardware for Termination	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.			
7.	Diagram and Charts	a. Networking diagram between client, ISP and Gateway b. Bar chart Indicating the proposed schedule of completion			
8.	Services	Internet Router port at ISP Gateway for required bandwidth			
9.	Configuration	Configure the Hardware (Modem/Router etc.) and software cost of this should be included in the pack			

Annexure-A (Contd.)

10.	Installation	Installation and commissioning of the link with appropriate wiring. Cost of this should be included in the package.			
11.	Warranty	Warranty for the contract period.			
12.	DNS Services	The ISP should provide DNS services including reverse Lookups.			
13.	Installed Internet capacity	Installed capacity of at least 500Mbps (in AICTE Head Office).			
14.	Discount	Discount as applicable to be passed on to AICTE			
15.	EMD	Earnest Money Deposit of Rs. 3,00,000/- (Rupees Three Lakh only) in the form of Demand Draft / Bank Guarantee			
16.	Performance Bank Guarantee (PBG)	Performance Guarantee: 10% of the contract value in the form of Bank Guaranty			
17.	<u>Static IP Addresses</u>	For various operations static IP (IPV-4) addresses are required. The number of static addresses should be 64 at AICTE Head Office.			
18.	Feasibility Survey	Feasibility Survey and site visit to AICTE offices be done without any charges.			

Part II: Other Requirements to be fulfilled

S.No	Features/ Specifications/Descriptions	Quoted Specification	Compliance	Deviation
A	Protection Service Requirements			
1	The solution must be able to detect and mitigate all types of Distributed Denial of Service Attacks (DDoS) attacks, other emerging network attacks. Please specify the methodology and architecture for the is purpose.			
2	The solution must be able to protect all internet protocols used including http, https, dns, smtp, ftp, ipsec.			
3	The solution must be able to detect and mitigate DDoS attacks against applications, website, web forms, email, file transfer or DNS services and other emerging attacks.			
4	End user response times must not be adversely impacted during business-as-usual with business- as-usual response times being maintained.			
5	End user response time shall not be significantly impacted during attack events where the Proposer is mitigating the attack.			
6	The solution must have a demonstrated ability to protect against 1 GB of DDoS data/traffic.			

Annexure-A (Contd.)

7	Mitigation of DDoS attacks shall be seamless to the general end-user utilising internet to/from the Customer.			
8	In-depth reporting and online user portal including usage, attacks, and protection must be available to customer IT Personnel. Please provide sample reporting.			
9	Regular testing of service and baselining shall be undertaken in conjunction with the Customer at least annually to validate the operation of DDoS mitigation services.			
10	<p>Solution should provide protection against different types of attacks including following:</p> <ul style="list-style-type: none"> • TCP SYN Flood • Spoofed TCP-SYN flood • SYN/ACK Reflection Flood • TCP ACK flood • Smurf attack • Ping flood • ping of death • ICMP Echo request flood • Teardrop attack • low rate denial of service attack • Mydoom • UDP Flood • Nuke • HTTP/HTTPS flood attack • DNS amplification attack • IP fragmented attack etc. <p>And any other type of DDOS attacks.</p>			
11	Real time attack / threat detection of emerging internet based cyber attacks and mitigation of the same by taking corrective action in co-ordination with AICTE officials.			
12	All similar attacks			
B	DDoS mitigation should include the below features			
1	Statistical anomaly based attack detection – Vendor's solution should use past traffic pattern to differentiate between legitimate and malicious traffic. Legitimate users should not get affected during attack mitigation. Vendor SHALL explain clearly the false positive and false negative rates and how false positive/negative can be avoided in the proposed solution			
2	Vendor's solution should automatically learn and adapt to changes in customer's traffic profile. The solution should identify attacks based on recent customer traffic profile and not based on static customer profile.			
3	Vendor's solution should have ability to block IP's from known or suspected geographical locations.			
4	The proposed solution shall have the capacity to handle 1 GB of DDOS attack traffic.			
5	The proposed solution SHALL have the capability to generate ALERT and log DDoS attack that has been detected for future reference. Vendor SHALL also notify Customer in a timely manner when DDoS attack against Customer network has been detected in their system.			
6	Vendor SHALL ensure that the proposed solution is fully redundant, diversified and there should be no single point of failure. In case of any failure, the infrastructure SHALL failover to alternative PATH or redundant parts resume automatically			

Annexure-A (Contd.)

7	Vendor shall provide customer with 24*7*365 access (except during excluded Events) to the customer			
8	Vendor Shall provide for user id and password to access the internet service			
9	Vendor shall have DDOS Detection Infrastructure in High Availability			
10	Vendor shall have an experience of 2 years			
11	Vendor shall have ability for infra to handle any size of attacks to ensure that DDoS infra itself does not go down and become unavailable to customer for mitigation			
12	Any other features other than above (pl specify).			
C	Service Level Requirements			
1	There must be 24 hour x 7 days week x 365/366 days per year provision of service.			
2	There shall be a service level of a maximum 15 minutes response to any calls for DDoS Protection services with an expected protection time of not more than 60 minutes or less. Please specify.			
3	There shall be continuous protection from the time the protection services are instigated, constituting the whole time encompassing the DDoS attack on the internet connectivity.			

Annexure-B

PRICE SCHEDULE (PS)

Tender Reference:

Last date and time for submission of Tender :

The Member Secretary,

ALL INDIA COUNCIL FOR TECHNICAL EDUCATION

Nelson Mandela Marg

Vasant Kunj, New Delhi-110067

Nelson Mandela Marg,

Vasant Kunj,

New Delhi-110070

*SUBJECT: Tender Document for Participation in the Tender Process for Supply, Installation and Maintenance of **500 Mbps** 1:1 Dedicated Unshared Internet Leased Bandwidth requirements over Fiber with DDoS Detection & Mitigation Services (to protect against 1 GB of DDoS data / traffic) at AICTE Hqrs, Nelson Mandela Road, Vasant Kunj, New Delhi-110070 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 AICTE

We hereby offer to provide Services at the prices and rates mentioned in the PRICE SCHEDULE

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 travelling, hardware/software/manpower etc. for providing the desired services.

We agree to abide by our offer a period of 90 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.

Financials Price Schedule

Place of Installation: Data Center at ALL INDIA COUNCIL FOR TECHNICAL EDUCATION, Nelson Mandela Marg, Vasant Kunj, New Delhi-110070			Competent Authority: Member Secretary, AICTE, New Delhi-110070		
500 Mbps 1:1 Dedicated Internet leased line over fiber including Detection and Mitigation Services (to protect against 1 GB of DDoS data / traffic)					
Component wise Charges (in Rs.) Excluding Taxes for 5 (Five) Years / 60 (Sixty Months)					
S.No.	ITEM				
1	FIXED CHARGES :				
1.a	One Time Charges for Installation, Commissioning, Testing				
2	CHARGES :	1ST YEAR + 2ND YEAR + 3RD YEAR + 4TH YEAR + 5TH YEAR			
2.a	Router to support up to 1 Gbps Bandwidth (should be compatible and with equivalent or higher features than the current CISCO (ASR 1001 - X) Router				
2.b	For Providing ILL Services with DDoS Detection & Mitigation to protect against 1 GB of DDoS data/traffic				
3	Total Cost (1a+ 2a + 2b) excluding Taxes /GST				
4	Other charges for additional IP, bandwidth and DDoS				
a	Charges for additional 4 IP addresses				
b	Charges for additional bandwidth in increment of 100 Mbps				
c	Charges for additional DDoS Detection & Mitigation Services in increments of 100 Mbps.				

5.	Taxes/GST	As Applicable at the time of billing
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Annexure-B (Contd.)

Note:	
1.	ANY INCREASE IN BANDWIDTH NEEDED WOULD BE ON the quoted rate for ‘Charges for Additional Bandwidth in Increment of 100Mbps’.
2.	ANY INCREASE IN DDoS Services NEEDED WOULD BE ON the quoted rate for ‘Charges for Additional DDoS Detection & Mitigation Services in increments of 100 MBPS’.
3.	Additional IP addresses required should be provided by the vendor. Charges for additional IP address if any may be indicated.
4.	The financial bid scrutiny for evaluation of the bid will be based on the GRAND TOTAL of all schedules.
5.	The order shall be placed for 60 (SIXTY) 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. The AICTE reserves the right to terminate/discontinue the services at any point of time, if the agreed SLA is not met.
6.	In case of extension in the supply of service, the differential cost will be paid to the ISP for the extended contract period.
7.	Supply orders for additional requirements of ‘increase in bandwidth’ / ‘increase in DDoS Services / IP Addresses will be issued during the contract period as and when requirement arises.
8.	All the costs should be quoted in Indian Rupees and should be fixed on lump-sum basis. No escalation of cost will be allowed.
9.	The AICTE shall not pay separately any specific statutory taxes / service charges to any authority.
10.	No hidden charges will be allowed, if any.
11.	Bills should be raised in the name and will be paid by the Competent Authority, as specified in the tender.
12.	The above price should be inclusive of all the service/installation/shifting charges for shifting of the location within Delhi city in India.
<p>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</p>	
Dated:	Signature:
Name of Agency:	

Company Seal

Full Address:

Part : - (A) Technical Bid

1. Index

Annexure-C (Contd.)

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. Scanned copy of instruments/Bank Guarantee / DD No. as evidence for payment of EMD
8. VAT Registration Certificate along with VAT Clearance Certificate or VAT payment
9. Tender Document duly signed.
10. Copies of Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Limited Company etc.
11. Copy of the Factory Registration Certificate, if applicable
12. Copy of the PAN Card
13. Copy of GST Registration No.
14. Proof in support of minimum 3 clients (present and / or past) who are Public Sector Organizations / Corporations with total order volume of Rs 2cr for last DDoS out of which one assignment should have been successfully executed with order value of minimum Rs 1cr. from single Public Sector Client.
15. Proof in support of proven track record of having successfully provided on-going training, maintenance of and handholding support
16. Technical proposal
17. Hardware resources proposed for deployment.
18. Problem Escalation Mechanism with name, designation and contact details at each
19. Copies of its audited financial statements for past three financial years (2019-2020, 2020-2021 and 2021 – 2022)
(B) Price / Financial Bid
(C) The Tenderer shall submit Earnest Money Deposit (EMD) of Rs. 3,00,000/- (Rupees Three Lakh only) by Demand Draft / Bank Guarantee in favor of “Member Secretary”, AICTE, New Delhi-70,” payable at New Delhi-70 to be deposited at AICTE Hqrs two hours before the date & time of end date of submission of bids. The Tender should upload scan copy of the same with the Technical Bid. Non submission of EMD will lead to rejection of the Tender.

Annexure-D

SELF-DECLARATION (NOTARIZED)

Ref.....

Date: -

To,

The Member Secretary,

AICTE,

ALL INDIA COUNCIL FOR TECHNICAL EDUCATION, Nelson Mandela Marg Vasant Kunj,
New Delhi-110070,,

Janpath,

New Delhi 110070.

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, e-mail and Website	
Date of Incorporation	
Offices situated at different locations	
Infrastructure facilities	
Turn over for last three years (Audited Annual Accounts and Annual Reports of three accounting years to be submitted)	
Executive Profile	
G S T Registration Number	
VAT Registration Number	
PAN No.	
Premises / space available in square feet	

Details of Manpower:-

Technical Personnel available:

Number of Operators:

Number of Supervisors:

Number of Managers:

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:

Annexure-E (Contd.)

S.No .	Name of the Organisation	Awarded 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
e-mail:

Fax No.:

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.

PERFORMANCE

Bid No. Date of opening.....

Name of the Firm-----

Details of Past Contract similar to this Contract (for a period of last Five years)

S.N.	Name and Address of the client with Tel. No.	Contact Person and Contact Number	Nature of Job	Number of Sites	Total Value of the Contract (In Rs.)	Date of Completion of Contract		Penalty imposed by clients if any
						As per Contract	Actual	

(Separate pages may be taken to elaborate the projects undertaken).

Note: - Please enclose Work-orders along with Completion Certificates / Client's Testimonial given by concerned organizations or whom work is done.

Date: -----

Name of the Bidder: -

Place: -----

Signature: -

Seal of the Organization: -

SPECIMEN CONTRACT FORM (CF)

AGREEMENT MADE this _____ day _____ of Two Thousand _____ Between _____ (hereinafter called "the Contractor") of the one part and the Member Secretary, AICTE of the other part.

WHEREAS the contractor has tendered for providing Total solution for installation of 500 Mbps (1:1 dedicated) internet leased line over fiber (with Detection and Mitigation Services to protect against 1 GB of DDoS data/traffic) at AICTE building, Nelson Mandela Marg, Vasant Kunj, New Delhi-110070 to the AICTE (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 fulfillment 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 Contract

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 AICTE 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 AICTE.

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 60 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving 3 (Three) months 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 Tendering Authority 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 Tendering Authority 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 canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

Annexure-G (Contd.)

In the event of action to be taken, the contractor shall be liable for any losses, which the Tendering Authority, 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

CONTRACTOR

Member Secretary, AICTE

Witnesses

1

2

PERFORMANCE SECURITY FORM (PSF)

To:

(Name of Indenter)

WHEREAS _____ (Name of Bidder) hereinafter called "the Bidder " has undertaken Contract No. _____ dated, _____ to render services hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with 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 _____

Signature and Seal of Guarantors

Date

Address:

Annexure – I

SLA & NDA

The Service Provider should execute SLA & NDA within 15 days from the date of acceptance of Letter of Appointment / Purchase / Supply Order.

The Service Provider shall sign SLA with the AICTE incorporating following parameters:

- a. Working days: Seven days a week (Monday to Sunday)
- b. Throughput: 100% non-blocking [symmetric]
- c. Latency: <250ms
- d. Packet Loss/Drop: <1.0%
- e. Helpdesk Support (with preferably trouble ticketing/toll free number): 24*7*365
- f. Mean Time to Restore: 4 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.

The bidder shall also sign NDA (Non-Disclosure Agreement) with AICTE as per the existing Govt. rules & Regulations in this regard.

Annexure- J

CHECKLIST

Sr. No	Annexure	Description	Yes/No/N	Page No.
1.	A	Specifications For Technical Offer	^	
2.	B	Price Schedule		
3.	C	Tender Offer Form		
4.	D	Self-Declaration (Notarized Affidavit)		
5.	E	Details Of Bidder		
6.	F	Performance Statement		
7.	G	Specimen Contract Form		
8.	H	Performance Security Form		
9.	I	SLA & NDA		
10.	J	Checklist		
11.		Authorization letter from OEM attached		
12.		Technical/Commercial offers duly signed		
13.		EMD		

Vendors are request to arrange support documents as per checklist.

(Signature of the
representative) Name:
Designation:
Name of the
Company Date: