



TATA INSTITUTE OF SOCIAL SCIENCES

TENDER DOCUMENT

For

2 / 4 / 8 MBPS INTERNET SHARED (1:4) BANDWIDTH THROUGH LEASED LINE

Date of Issue:- September 12, 2007 at 10:00 a.m.

Closing Date:- October 12, 2007 at 2:00 p.m.

Opening of Tenders:- October 12, 2007 at 3:00 p.m.

1. General Instructions

- (i) Tata Institute of Social Sciences (TISS), Mumbai, India, invites tenders from authorized, established, reliable and direct Internet Service Provider (ISP) for requirement as mentioned "Requirements". ISPs who do not have their own gateway need not apply.
- (ii) The service provider should have at least three cable landing station and should have Internet Bandwidth on at least 3 different cable system.
- (iii) The Service provider should have at least 2 Gbps of sold Internet capacity.
- (iv) They should have direct connectivity to more than 8 geographic regions across the world.
- (v) The Service Provider should provide a single window service for last mile connectivity and bandwidth
- (vi) All offers in the prescribed formats should be submitted before the time and date fixed for the receipt of offers as set forth in the tender documents. Offers received after the stipulated time and date shall summarily be rejected.
- (vii) This Institute being a Premier Teaching and Research Institution under the University Grants Commission(UGC), India, discount as applicable to Educational / Research Institutes may be provided in the quote.
- (viii) The Service Provider should provide DNS Services including reverse Lookups.
- (ix) Documentary evidence should be produced in respect of points (i) to (v).

2. Requirements

To Install the Internet Bandwidth of 2 Mbps / 4 Mbps / 8 Mbps Internet Shared (1:4) Bandwidth through Leased line (with an assured Bandwidth of 1/4th Mbps worldwide).

Presently, TISS has 2Mbps leased line connectivity from ERNET planning to setup / install another 2Mbps / 4Mbps / 8 Mbps leased line shared (1:4) bandwidth to our Institute in Main Campus at Deonar, Mumbai 400088.

TISS invites bids from reputed ISPs, initially for a period of two years which may further be extended on mutual agreement basis for the services required.

Vendor should quote Separately for

- a) 2 Mbps / 4 Mbps / 8 Mbps Bandwidth Shared (1:4) Services
- b) Last Mile Connectivity Charges

- c) Upgradation of CISCO 1721 router for setting up 2Mbps / 4Mbps / 8Mbps Internet Bandwidth.
- d) Equipments / Interfaces requirement.
- e) One Time / Installation Costs
- f) Total cost incurred.
- g) Any other charges must also be mentioned explicitly.

The vendor should be direct ISP (with valid licenses) and preferably should have multiple Internet international gateways. No intermediaries will be allowed. They should have installation base of minimum 500+locations giving ISP facilities.

3. Technical specifications

- (i) Equipment/Services shall be in accordance with the stipulated technical specifications. Deviations from the specifications, if any, shall be clearly indicated along with explanations in a separate statement accompanying the quotation.
- (ii) The Institute may accept such specifications that ensure same or higher quality than the specification mentioned in the technical specifications.

However, the decision of the Institute in this regard shall be final.

4. Earnest Money Deposit

The EMD is not considered as a part of this tender. However, the successful tenderer shall submit performance guarantee as required.

5. Submission of offer

- (i) All prices and other information like discounts etc. having a bearing on the price shall be written both in figures and words in the form. Where there is a difference between amounts quoted in words and figures, the amounts quoted in words shall prevail. The Excise Duty, Sales Tax, VAT, Service Tax etc. as applicable on educational institutions which are not meant for profit should be quoted separately, failing which, the Institute shall have no liability to pay these charges and the liability shall be that of the tenderer.
- (ii) Each page of the offer shall be numbered and bear the signature of the tenderer at the bottom. All offers shall be either typewritten or written neatly in indelible ink. Any corrections should be properly authenticated.
- (iii) The offers should be addressed to the The Registrar, Tata Institute of Social Sciences, V. N. Purav Marg, Deonar, Mumbai 400088 giving indication that it contains the tender under sealed cover.
- (iv) The **first cover** shall be superscripted "Tender for Technical Bid for 2Mbps / 4Mbps /

8Mbps Bandwidth Connectivity”. This cover will have:

- a) Covering Letter from Bidder (from all the collaborating consortium partners, as applicable).
 - b) Eligibility Documents.
 - c) Copy of Certificates/P.O. with proof of having executed such similar projects.
 - d) Copy of Income Tax Returns / Clearance Certificate for last three years
- (v) The **second cover** shall be superscripted, “Tender for Commercial Bid for 2Mbps / 4Mbps / 8Mbps Bandwidth Connectivity”. The commercial bid shall be in **two parts** viz. **Part I** is giving consolidated rates and **Part II** is giving item wise rates respectively. The commercial bid should essentially contain covering letter from the bidder.
- (vi) Both these covers should be sealed separately and put in an outer cover, which is also sealed and addressed to the Registrar, Tata Institute of Social Sciences, V.N. Purav Marg, Deonar, Mumbai – 400088 giving indication that it contains the Tender for 2Mbps / 4Mbps / 8Mbps Bandwidth Connectivity.

6. Tender Opening

- (i) Only the “Technical Bid” part of the tender will be opened on 12-10-2007 at 3:00 p.m. at the office of The Registrar, Tata Institute of Social Sciences, V.N. Purav Marg, Deonar, Mumbai – 400088.
- (ii) The authorised personnel from the company may be present at the tender technical bid opening with the valid authorisation letter. The technically qualified bidders will be informed at a later date if some clarifications are required and they will be formally informed by e-mail / post the date of the Commercial Bid opening at the appropriate time.
- (iii) In the Commercial Bid, the prices and other information like discounts etc., having bearing on the price shall be written both in Words and Figures without any discrepancy.
- (iv) All the services / items to be supplied should be new, of latest technology, good quality and standard and as per specifications mentioned. The selected vendor shall be responsible for total system integration and management wherever applicable.

7. Evaluation of offer

- (i) Evaluation of the offer is made in two stages, viz. Technical Bid Evaluation and Commercial Bid Evaluation. At the time of Technical Bid Evaluation, the shortlisted vendors may be called for detailed discussions at a specified date, time and venue, if required. They may be asked to give demonstration of their product/services, if needed.

- (ii) If the Institute considers necessary, it may ask for revised bids from the shortlisted vendors which should be submitted *within two days of intimation to this effect in sealed envelopes on specified date and time*. The revised bids shall not be for amounts more than one quoted earlier for an item, unless the specification is of higher configuration than the earlier ones, by the respective vendor. *Any vendor quoting higher rates for the same item quoted earlier in their revised Commercial bid shall be disqualified for further consideration.*
- (iii) The Commercial Bids shall be opened only for the technically qualified vendors as decided by the Committee.
- (iv) The Commercial Bids of the technically qualified vendors only shall be opened in the presence of their representative on a specified date and time at the Office of the Registrar, Tata Institute of Social Sciences, V. N. Purav Marg, Deonar, Mumbai, which will be intimated to the Tenderers.
- (v) The Institute reserves the right to select the Networking vendors on the basis of best possible specifications / features quoted. The decision of the Institute arrived at as above shall be final and representation of any kind shall not be entertained on the above.
- (vi) Any attempt by any Networking Vendor to bring influence or pressure of any kind may disqualify the ISP for the present tender and the Networking Vendor may be liable to be debarred from bidding.
- (vii) The Institute shall have no obligation to convey reason for rejection of any bid. It shall be open for the Institute to reject even the lowest bidder in the interest of the Institute and no reasons need be given therefore.

8. Acceptance of tender

The tender shall be processed as per standard procedures. The Institute, however, reserves the right to reject any tender without disclosing any reason. The Institute would not be under obligation to give any clarifications to those vendors whose tenders have been rejected, unless otherwise decided or covered under the provision of the Right to Information Act, 2005.

9. Last date of receipt of the Tender:

- (i) The vendors must ensure that the conditions laid down for submission of offers detailed in the preceding clauses and subclauses are completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, may be summarily rejected.
- (ii) The offers complete in all respects should reach the Registrar's Office, Tata Institute of Social Sciences, V. N. Purav Marg, Deonar, Mumbai – 400 088 not later than **12-10-2007 on 2:00 p.m.**

10. Effect and validity of offer

- (i) The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action or claim, against the Institute for rejection of their offer. The Institute reserves the right to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the Institute.
- (ii) The offer shall be kept valid for acceptance for a minimum period of 90 days from the date fixed for opening of tenders.
- (iii) The offer shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by the Institute to the tenderer. While the offer is under consideration, if necessary, the Institute may obtain clarification on the offers by requesting for such information from any or all the tenderers by either in writing or through personal contacts as may be considered necessary. Tenderer shall not be permitted to change the substance of their offer after the tender has been opened.
- (iv) The contract shall be valid for a period of two year. However, the Institute reserves the right to review the panel before the expiry period of 24 months depending upon the need for continuity.
- (v) All the terms and conditions for the supply, testing and acceptance, payment terms,penalty etc. shall be as those mentioned herein and no change in the terms and conditions will be acceptable. In case of alterations, if any, in the tender bid shall be attested properly by the tenderer, failing which the tender is liable to be rejected.
- (vi) The Institute shall not be responsible for any delay in submission of the tender bids. The offers submitted by *telex/telegram/fax/photocopy or email or unsigned tenders would not be considered* as a valid offer and not considered. No further correspondence will be entertained on this matter.
- (vii) In the event, the vendor's company or concerned division of the company is taken over/merged into another company, all the obligations under the agreement with the Institute shall be passed on to the new company/division for compliance by the new company on the negotiations.
- (viii) All panel ISPs will automatically agree honouring all aspects of fair trade practices in executing the purchase orders placed by the Institute by responding to this tender.
- (ix) If the name of the product is changed for describing substantially the same product in a renamed form, then all techno-financial benefits agreed, with respect to the original product shall be passed on to the Institute and the obligations of the vendor towards

the Institute in respect to the product with old name shall be passed on to the product so renamed.

- (x) The Registration Nos. / PAN No. of the firm allotted by the Sales Tax / Service Tax / Income Tax authorities, shall invariably be given along with relevant documents.
- (xi) In the case of tenderers whose tender are accepted for placing the order, tenderer shall give Bank Guarantee from a nationalised Bank equivalent to 10% (ten percent) of the value of the contract as security deposit/performance guarantee which will be valid for the entire period of warranty plus one month.
- (xii) In case the Institute sees that the market rates have come down from the time when rates were finalised in the rate contract/order or there is a need for selection of new system configuration based on market trends, the Institute, may ask the technically short listed vendors to requote the prices and the vendor shall be selected on the basis of procedure given earlier.
- (xiii) The Institute reserves the right to award the contract to any of the bidders irrespective of not being lowest, taking into consideration of the interest of the Institute and in this respect, the decision of the Institute shall be final.

11. CONDITIONS OF CONTRACT

- (i) The Vendor shall provide the following information with the bid to provide background information on vendor to Tender Committee. Weightage will be given to the vendors on point basis for the following details.
 - a) Similar jobs as described by the Institute in the Schedule of Requirements, undertaken on turnkey basis or even otherwise during last four years.
 - b) Delivery period from the date of placement of the firm Purchase Order.
 - c) Warranty of the products offered.
 - d) After warranty maintenance (annual).
 - e) Customer support strength at each location.

12. 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 Institute as time is essence of the contract. Any unjustified and unacceptable delay in delivery beyond the delivery schedule as per Purchase order (which shall not be less than three weeks from the

date of issue of purchase order) shall render the vendor liable for liquidated damages by way of penalty at the rate of 1.5% (one and one half percent) per week subject to a maximum of TEN weeks and thereafter the Institute holds the option for cancellation of the order of pending supply and procure the same from any other vendor and invoke the Bank Guarantee of the vendor. The Institute 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.

13. Performance Guarantee Bond

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

14. Freight & Taxes

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

15. Safety Measures

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

16. Payment Terms

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

17. Warranty

- (i) The Internet services with related equipments installed by the vendor, shall have a comprehensive onsite warranty for the entire period of the Service Contract after the successful commissioning and acceptance.
- (ii) The bidder shall ensure an uptime of 99.9% for the entire duration.
- (iii) ISP will ensure maintaining services from the nearest service centre which should be well equipped with service engineers and sufficient spares. The maintenance call should be attended on the same day, if the calls are received in the morning and only next day if the calls received in afternoon for all those locations where Vendor is having service centre/service engineers.

18. Penalty for uptime

- (i) If the services remain down for any reason from 4 hours to 24 hours including Saturday and Sunday then 0.5% of the proportionate contract value will be deducted as penalty and if services remain down from 24 hours to one week including Saturdays, Sundays, and holidays then 1% of the proportionate contract value will be deducted as penalty.
- (ii) If, however, services remain down for more than a week then 2% of the proportionate contract value will be deducted as penalty for each such weeks up to a month after which the Bank Guarantee will be invoked and the Institute will have right to cancel the order and go for any other ISP.

- (iii) Hour to hour report will be maintained by the Computer Centre for the service.

19. Arbitration

In the event of any question, dispute or difference arising under these conditions 'Instructions' or in connection with this contract the same shall be referred to the arbitration of a sole arbitrator, to be appointed by Director, TISS or his nominee. The award of the arbitrator shall be final and binding on the parties to this contract. The arbitration shall be held at the TISS. The proceedings of arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereto, and both the parties to this contract shall bear the cost of arbitration equally. The courts at Mumbai alone shall have jurisdiction over the proceedings.

20. Right to award the contract

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

(Sandeep Chatterjee)
Registrar

Note:

For any clarification contact:

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