



# SRI GURU GOBIND SINGH COLLEGE OF COMMERCE

(University of Delhi)  
Pitam Pura, Delhi-110034

Ref. No: SGGSCC/Admn/PO/4338

Dated: 05.09.2022

## NOTICE INVITING TENDER (NIT) FOR 100 MBPS INTERNET LEASED LINE

Sri Guru Gobind Singh College of Commerce (University of Delhi), New Delhi invites online bids under two bid systems (Technical bid and Financial Bid) from the reputed Internet Service Provider Agencies/Companies for the **installation of 100 Mbps (1:1) uncompressed and unshared leased line for uninterrupted internet connectivity in optical fibre for the use in Sri Guru Gobind Singh College of Commerce campus.**

The details of tender documents with complete terms and conditions are available on Sri Guru Gobind Singh College of Commerce (University of Delhi), Website: [www.sggscac.ac.in](http://www.sggscac.ac.in) as well as on the NIC portal i.e <https://eprocure.gov.in/eprocure/app> may be read out carefully before applying the same.

Tender ID: 2022\_DU\_710293\_1

**CRITICAL DATE SHEET**

Published Date	05.09.2022 at 3.00 p.m.
Bid Document Download / Sale Start Date	05.09.2022 at 3.00 p.m.
Pre-bid meeting	12.09.2022 at 11.00 a.m.
Bid Submission Start Date	05.09.2022 at 1.00 p.m.
Bid Submission End Date	26.09.2022 at 1.00 p.m.
Bid Opening Date	29.09.2022 at 1.00 p.m.

For any queries/clarification, you may kindly contact at +91-9899838528/ +91-9805559090. However, any queries relating to the process of online submission of bids relating to CPP portal in general may be directed to 24x7 CPP portal help desk on Toll Free number- 1800-233-7315.

1. The Tender shall be accepted under Two Bid Systems. The interested firms have to submit the Technical Bids and Financial Bids online in the prescribed proforma through e-procurement portal <http://eprocure.gov.in/eprocure/app> only. Tender sent by any other mode will not be considered and the same will be rejected summarily. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the Tender documents. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever.
2. All tender documents attached with this invitation to tender including the Specifications are sacrosanct for considering any offer as complete offer. It is therefore important that Tender Acceptance Letter, which is a written undertaking that all the terms and condition of the tender are understood and accepted, should be signed and submitted through e-Procurement site <https://eprocure.gov.in/eprocure/app>.
3. The Tender cost (non-refundable) of Rs.500/- and Earnest money Deposit (EMD) refundable of Rs. 20,000/- (Rupees Twenty thousand only) shall be payable in the form of DD/BC drawn in favour of Principal Sri Guru Gobind Singh College of Commerce, payable at

New Delhi. Earnest Money will be refunded to unsuccessful tenders/bidders after finalization of the tender. After award of work to the bidder has to deposit 10% of total contract annual value as performance security Deposit. Performance Security should remain valid for 90 days beyond the date of completion of all contractual obligations including warranty/guarantee. **Hard copy of EMD and tender cost must be submitted in Admin Section, Sri Guru Gobind Singh College of Commerce before last date of tender.**

4. All entries in the tender form should be legible and filled clearly, if the space provided for furnishing is insufficient; a separate sheet duly signed by the authorized signatory may be scanned and uploaded. No correction in either the Technical Bids or Financial Bids is permitted.
5. Conditional bids shall not be considered and will be rejected summarily.
6. **The Technical Bid shall be opened on the scheduled date and time 29.09.2022 at 1.00 p.m. in the Principal office, Sri Guru Gobind Singh College of Commerce, Pitam Pura New Delhi-110034**
7. The Financial Bids of only those bidders who qualify in the technical bid will be opened after evaluation by the Committee constituted for the purpose.
8. No bidding firm will be allowed to withdraw its bids after technical bids have been opened. If any firm intends to withdraw after opening of technical bids its EMD will be forfeited.
9. The College reserves the right to reject any or all the tenders submitted by the bidders at any time or relax/withdraw/ add any of the terms and conditions contained in the Tender Documents without assigning any reason thereof.
10. The tender documents can be downloaded from the website <https://eprocure.gov.in/eprocure/app> from 05.09.2022 up to 26.09.2022. and also from the college website:- [www.sggscac.ac.in](http://www.sggscac.ac.in)
11. Any subsequent Updates, Addendums, Corrigendum etc., if any will be published only on the website <http://eprocure.gov.in/eprocure/app> and :- [www.sggscac.ac.in](http://www.sggscac.ac.in)
12. All bidders are required to regularly check the college website:- [www.sggscac.ac.in](http://www.sggscac.ac.in) and e-procurement portal <https://eprocure.gov.in/eprocure/app> for any updates.

Sd/-

**(Dr. Jatinder Bir Singh)**  
**Principal**

## Chapter-1 General information to Bidders

### Eligibility Criteria

The following documents are to be uploaded by the firm/bidder on the NIC portal along with Technical Bid as per tender document.

- (i) Name of Agency/firm with complete address, Name of proprietor/Director with telephone number/Fax/E- mail/Mobile number of consent person.
- (ii) Self-attested scanned Photocopy of BC/DD of Rs.500/- as cost of tender document.
- (iii) Self-attested scanned copy of PAN card (in the name of firm only). However, the PAN card issued in name of proprietor can be considered subject to production of ITR acknowledgement and computation of taxable income duly certified by CA.
- (iv) Self-attested scanned copy of Average Annual Turnover of Rs. 20.00 lakh for the last three financial year i.e. 2019-20, 2020-21 & 2021-22 duly certified by CA.
- (v) Self-attested scanned copies of ITRs returns of the firm only with the Income Tax department for the last three financial year i.e 2019-20, 2020-21 & 2021-22 must be enclosed.
- (vi) Self-attested scanned copy of EMD in the form of BC/DD of Rs.20, 000/- in favour of **Principal, Sri Guru Gobind Singh College of Commerce payable at New Delhi. However, the hard copy of EMD must be deposited in Admin Section of Sri Guru Gobind Singh College of Commerce before closing the date.**
- (vii) Self-attested scanned copy of Solvency certificate for an amount of Rs. 20.00 lakh as applicable in respect of the firm, which should be issued from the nationalized bank/schedule bank not more than six months old.
- (viii) Self-attested scanned copy of non- blacklisting certificate of the firm and non-registration of criminal case on the stamp paper of Rs.100/-
- (ix) Self-attested scanned copy of undertaking regarding acceptance of all terms & conditions of tender document.
- (x) Self-attested scanned copy of last 03-year experience in providing Internet Service to Central govt./PSU/Autonomous body/State Govt/University etc. agencies.
- (xi) Self-attested Scanned copy of undertaking that the firm will not sublet/transfer the contract to any other firm.

- (xii) Self-attested scanned copy of valid registration as ISP category a license holder with Deptt of Telecommunication (DOT).
- (xiii) Self-attested scanned copy of own International gateway certificate/license.
- (xiv) Self-attested copy of GST number of firm
- (xv) Self-attested scanned copy of (a). Total internet bandwidth available with the service provider (b) Total committed Internet bandwidth available with the service provider.

## CHAPTER-2

### INSTRUCTIONS TO THE BIDDERS

#### 1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding/ Tender Document Purposes Bidder / Successful Bidder shall be referred to as Contractor“ and / or Bidder and / or firm“ or interchangeably.
- 1.2 Scanned copies of all relevant documents may be uploaded on NIC portal link <https://eprocure.gov.in/eprocure/app> by the due date and time. **However, all hard copies of scanned copies along with cost of tender document and EMD may also be submitted in Admin Section of Sri Guru Gobind Singh College of Commerce before closing the date.**
- 1.3 The scanned copy of EMD of Rs. 20,000/- (Rupees Twenty thousand only) in form of DD/BC must be uploaded on NIC Portal and the original copy of EMD amount must be submitted in, **Admin Section, Sri Guru Gobind Singh College of Commerce**, University of Delhi before closing the date of submission of tender.
- 1.4 All bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of contract, the bids not meeting the minimum eligibility criteria, technical bids not accompanied with EMD of requisite amount/ format, or any other requirements, stipulated in the tender documents are **liable to be rejected**.
- 1.5 Both the technical bid and financial bid must be online submitted and relevant documents may be uploaded on the NIC Portal.
- 1.6 The firm will quote the price as per the **price bid/Financial bid (BOQ)** including all taxes and the quoted price should be in both figures and words. In case of any discrepancy, the lowest price either in figure or words will be taken as final.
- 1.7 No claim for any price escalation during contract shall be entertained.
- 1.8 Discount / gift offers/ conditional offers on the quoted price are not allowed at any stage of the tendering process.
- 1.9 Performance Security
  - i. Within 07 days of the receipt of notification of award of supply order, the firm shall have to furnish the Performance Security @ 10 % of order value in the form of DD/Banker's Cheque/Bank Guarantee in favour of Principal, **Sri Guru Gobind Singh College of Commerce**.
  - ii. In the event of failure of the firm to submit the Performance security, the Earnest Money shall be forfeited and the orders will be cancelled.

### 1.10 Terms of Payment

- i. No advance payment will be ***made*** by the Sri Guru Gobind Singh College of Commerce to the firms under any circumstances.
- ii. The payment will be released after satisfactory service certificate provided by the College.

1.11 The parties to the bid shall be the “Bidders” (to whom the work has been awarded) and **Sri Guru Gobind Singh College of Commerce** (University of Delhi), New Delhi shall be client.

1.12 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered/speed post with acknowledgement. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

## 2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum ***technical*** eligibility criteria for selection of bidders.

- a. The firm must possess GST and PAN card in the name of firm. However, PAN card in the name of proprietor can be considered subject to production of ITR acknowledgment and computations of taxable income duly certified by C.A., which should be registered with any Govt. agency.
- b. **ITR:** The Bidder should submit the **copy of Returns of Income Tax the last three financial years that is 2019-20, 2020-21 & 2021-22 in the name of firm only**. Relevant proof in support of the above returns shall be submitted.
- c. **Experience:** The Bidder should have **minimum three years’ experience** in the field of installation of internet supply in the Government Departments/Public Sector (Central or State)/ Autonomous bodies of GOI/State Govt.
- d. **Latest Solvency certificate** in respect of the firm for an amount of **Rs. 20.00** lakh which should not be more than six-month-old.
- e. **Minimum Average Annual turnover of Rs. 20.00 lakh** for the last three financial year i.e. **2019-20, 2020-21 & 2021-22** which should be countersigned by CA.

## **2 EARNEST MONEY DEPOSIT (EMD) or (BID SECURITY):**

- 2.1 The bids should be accompanied by an ***Bid Security also known as*** Earnest Money Deposit (EMD) in the form of Account Payee Demand Draft/ Bankers Cheque from any of the Nationalized / Commercial Bank in an acceptable form in favour of **Principal, Sri Guru Gobind Singh College of Commerce (University of Delhi) payable at New Delhi**. The validity of the Bid Security shall be for a period of 180 days. The same can be extended for further 180 days.
- 2.2 No request for transfer of any previous deposit of Earnest Money or Security Deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 2.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or back out after quoting the rates, the aforesaid bid security shall be forfeited by the Sri Guru Gobind Singh College of Commerce.
- 2.4 The bids without Earnest Money Deposit shall be summarily rejected.
- 2.5 No claim shall lie against the Sri Guru Gobind Singh College of Commerce (University of Delhi) in respect of erosion in the value or interest on the amount of Earnest Money Deposit or Security Deposit.
- 2.6 Bid security (**EMD**) will be returned to the successful bidders on receipt of performance security.
- 2.7 The bid security (EMD) can be forfeited:
- (i) If the bidder withdraws his bid during the tendering process of the bid validity specified by the bidder in the bid form; or
  - (ii) In case of successful bidder, if the bidder
    - a. Fails to sign the contract in accordance with the terms of the tender document
    - b. Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Sri Guru Gobind Singh College of Commerce (University of Delhi).
    - c. Fails or refuses to honor his own quoted prices for the services or part thereof.
  - (iii) Irrespective of the above, if any of the information, details, documents, etc is found to be incorrect/forged/fabricated, the College shall be entitled to forfeit the earnest money.



### **3 VALIDITY OF BIDS**

- 3.1 Bids shall remain valid and open for acceptance for a period of **180 days** from the last date of submission of Bids.
- 3.2 In case the College calls the bidder for negotiations then this shall not amount to cancellation or withdrawal of original offer, which shall be binding, on the bidder.
- 3.3 The College may request for extension for another period of 60 days, without any modifications and without giving any reason thereof.

### **4 SUBMISSION OF BIDS**

- 4.1 The Bid documents shall be submitted through online tender on NIC portal. The EMD/ tender cost and all other scanned copies uploaded on NIC portal must be submitted in **Admin Section, Guru Gobind Singh College of Commerce (University of Delhi, Pitam Pura, New Delhi-110034 before closing the date.**

### **5 BID OPENING PROCEDURE**

- 5.1 The Technical Bids shall be evaluated in the Principal Office, **Sri Guru Gobind Singh College of Commerce (University of Delhi, Pitam Pura, New Delhi-110034 on 29.09.2022 at 01.00 p.m.** by the committee authorized by the competent authority of the **Sri Guru Gobind Singh College of Commerce (University of Delhi)** in the presence of such bidders or their authorized representatives who wish to be present there.
- 5.2 The financial bids of only those bidders whose Technical Bids are qualified, shall be opened by the committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders through e-mail.
- 5.3 The Bidder's shall submit a letter of authorization for only one representative before opening of the Bids.
- 5.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 5.5 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meet the

minimum eligibility criteria as specified in the Tender Document.

5.6 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD/other documents, by the Tender Opening Committee.

5.7 The date fixed for opening of bids, if subsequently declared as holiday by the University of Delhi/Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, the date, time and venue remaining unaltered.

## **6 FINANCIAL BID OPENING PROCEDURE**

6.1 The financial bids of all the technically qualified bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who wishes to be present at the time of opening of the financial bids.

6.2 All the technically qualified bidders/their authorized representatives present at the time of opening of the financial bids shall be required to submit the authorization letter from their companies.

6.3 Absence of bidders or their authorized representatives shall not impair the legality of the process.

6.4 The financial bid price, as indicated in the financial bid submission form in BOQ form.

## **7. RIGHT OF ACCEPTANCE:**

7.1 **Sri Guru Gobind Singh College of Commerce** (University of Delhi) reserves all rights to reject any bid of those bidders who fail to comply with the instructions without assigning any reason. The decision of **Sri Guru Gobind Singh College of Commerce** (University of Delhi) in this regard shall be final and binding.

7.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

7.3 **Sri Guru Gobind Singh College of Commerce** (University of Delhi) reserves the right to reject the entire supply order or part order without assigning any reason.

7.4 **Sri Guru Gobind Singh College of Commerce** (University of Delhi) can terminate the internet contract, if it is found that the firm is black listed on previous occasions by any of the Government Departments/ Institutions/Local Bodies/ Municipalities/Public sector undertaking/Autonomous bodies etc. ***In this case EMD amount will be forfeited without any communication.***

**8. NOTIFICATION OF AWARD OF CONTRACT BY ISSUANCE OF LETTER OF INTENT**

- 8.1 After determining the successful evaluated bidder, **Sri Guru Gobind Singh College of Commerce** (University of Delhi) shall issue a Letter of Intent (LOI) in duplicate. The firm will return one copy to **Sri Guru Gobind Singh College of Commerce** (University of Delhi) duly acknowledged, accepted and *duly* signed by the authorized signatory, within **Three (3) days** of receipt the same.
- 8.2 The issuance of the Letter of Intent to the bidder shall constitute an integral part and it will be a binding to the contract.

**9. SPECIAL NOTE TO THE TENDERERS**

The bidder will be responsible to page-number each paper of the tender document, failing which the tender will not be considered and rejected out rightly. Further, the tender document should also contain a proper index of all the quotes/details of the tender.

## **CHAPTER-3**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **1. DEFINITIONS**

##### **1.1 General**

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) has the meaning assigned to them in this Schedule.

Client	<b>Sri Guru Gobind Singh College of Commerce</b>
Firm/bidder	Shall mean the successful bidder to whom the order for installation of internet-leased line has been awarded.
Letter of Intent (University of Delhi)	Shall mean the intent of the Sri Guru Gobind Singh College of Commerce to engage the successful bidder for supply of internet.
Confidential	shall mean all information that is not generally known and Information, which is obtained/received during the tenure of the contract and relates directly to the business /assets of Sri Guru Gobind Singh College of Commerce (University of Delhi) including the information having the commercial value.
Agreement	The word “Agreement” and “Contract” has been used interchangeably.
Termination	Shall mean the date specified in the notice of Termination Date given by either Party to the other Party, from which the Contract shall stand terminated.
Termination	Shall mean the notice of Termination given by either Party Notice to the other Party.

## 12 CONFIDENTIALITY

- 1.1.1 The bidder(s) shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the **Sri Guru Gobind Singh College of Commerce** (University of Delhi) business, Schedules and other subsequent Agreements) and/or business of the **Sri Guru Gobind Singh College of Commerce** (University of Delhi) . The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of **Sri Guru Gobind Singh College of Commerce** (University of Delhi) information.
- 1.1.2 If the bidder receives enquiries from Press / News / Media / Radio / Television or other bodies / persons, the same shall be referred by the bidder to **Sri Guru Gobind Singh College of Commerce** (University of Delhi) immediately on receipt of such queries.

## 2 PERFORMANCE SECURITY DEPOSIT

- 2.1 The successful bidder **within Seven (07) days of the acceptance of the Letter of Intent (LOI)** shall execute a **Performance Security** in form of an Account Payee Demand Draft/ BGR from a Nationalized Commercial Bank in an acceptable form in favour of Principal **Sri Guru Gobind Singh College of Commerce** (University of Delhi), New Delhi, payable at New Delhi.
- 2.2 Performance Security should remain valid for 12 months.
- 2.3 Bid Security (**EMD**) will be returned to the successful bidder on receipt of Performance Security
- 2.4 The Performance Security can be forfeited by order of the **Sri Guru Gobind Singh College of Commerce** (University of Delhi) in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non-acceptance of the purchase order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the **Sri Guru Gobind Singh College of Commerce** (University of Delhi), sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained.
- a. If the bidder is called upon of the **Sri Guru Gobind Singh College of Commerce** (University of Delhi) to deposit Performance Security and the bidder fails to provide the performance security deposit within the period specified, such failure shall constitute a breach of the contract and Sri Guru Gobind Singh College of Commerce (University of Delhi) shall be entitled to make other arrangements at the risk, cost and expense of the lowest bidder, besides

forfeiting the EMD.

- b. On due performance and completion of the contract in all respects, the Performance Security Deposit will be returned to the bidder without any interest.

### **3 COMMENCEMENT OF CONTRACT**

After the acceptance of the **Letter of Intent (LOI)** and securing Performance Security from the successful bidder, Sri Guru Gobind Singh College of Commerce (University of Delhi) shall issue the Commencement of Contract, to the bidder authorizing him to internet supply in the College at the specified locations above.

### **4 BIDDER OBLIGATIONS**

The bidder shall supply the internet service as per Schedule of Work / Requirements (**CHAPTER- 4**).

- 5 The bidder shall supply the uninterrupted 100 mbps (1:1) uncompressed and uninterrupted internet leased line for use in Sri Guru Gobind Singh College of Commerce (University of Delhi)

### **6 BIDDER'S LIABILITY**

- 6.1 The bidder shall completely indemnify and hold harmless the Sri Guru Gobind Singh College of Commerce (University of Delhi) and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the bidder.
- 6.2 The bidder shall not Sub-Contract or Sub-let, transfer or assigns the supply order or any other part thereof. In the event of the bidder contravening this condition, Sri Guru Gobind Singh College of Commerce (University of Delhi) shall be entitled to place the supply order elsewhere on the bidder's risk and cost and the bidder shall be liable for any loss or damage, which the Sri Guru Gobind Singh College of Commerce (University of Delhi) may sustain in consequence or arising out of such replacing of the supply order.

### **7 VALIDITY OF CONTRACT**

**The internet contract will be initially awarded for a period of one year** and can be extended up to three years w.e.f . date of awarding of contract on year-to-year basis subject to mutual consent and continuous satisfactory performance. In case of breach of any conditions of tender document or in the event of not

fulfilling the minimum requirements/ statutory requirements, the Sri Guru Gobind Singh College of Commerce (University of Delhi) shall have the right to terminate the empanelment contract forthwith in addition to forfeiting the performance security deposited by the bidder and initiating administrative actions for black listing etc. solely at the discretion of the Sri Guru Gobind Singh College of Commerce (University of Delhi)

## **8 PAYMENTS**

- 8.1 No advance payment will be made in any case. However, payment will be released on quarterly basis subject to satisfactory performance.
- 8.2 The prices in the Price Schedule according to BOQ or any other applicable taxes as may be levied by the Government from time- to-time and the same shall be charged in addition to the applicable rate.
- 8.3 The bidder shall raise invoice/bills in triplicate after successful installation of quarterly internet service addressed to Principal, Sri Guru Gobind Singh College of Commerce (University of Delhi)
- 8.4 All payments shall be made in Indian Currency by means of an Account Payee Cheque/RTGS/ECS for which the firm will have to submit the Current Account number with IFSC code etc.

## **9 FORCE MAJEURE - OBLIGATIONS OF THE PARTIES**

“Force Majeure” shall mean any event beyond the control of Sri Guru Gobind Singh College of Commerce (University of Delhi) or of the bidder, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- i. War, hostilities, invasion, act of foreign enemy and civil war;
  - ii. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
  - iii. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
  - iv. Earthquake, fire, flood or cyclone, or other natural disaster.
- 
- a. As soon as reasonably practicable but not more than 48 (forty- eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- a. The date of commencement of the event of Force Majeure;
- b. The nature and extent of the event of Force Majeure;
- c. The estimated Force Majeure Period.
- d. Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the supply order is affected by the Force Majeure.
- e. The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- f. Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the supply order.

## **10 RIGHT TO TERMINATION**

- a) In case, the bidder does not provide the service of internet connectivity to Sri Guru Gobind Singh College of Commerce (University of Delhi)/ fulfil the requirement satisfactorily in the premises of college as per the requirements of the Sri Guru Gobind Singh College of Commerce (University of Delhi) or / and as per the Schedule of Requirements
- b) In case, the bidder goes bankrupt and becomes insolvent.
- c) In case breach of any terms and conditions of the tender document by the bidder, the Sri Guru Gobind Singh College of Commerce (University of Delhi) shall have the right to cancel the order without assigning any reason thereof, and nothing will be payable by the Sri Guru Gobind Singh College of Commerce and in that event the performance security deposit in the form of BG/Demand draft and other dues shall be forfeited by the Sri Guru Gobind Singh College of Commerce (University of Delhi).

## **11 CURRENCIES OF BID AND PAYMENTS**

The Bidder shall submit his price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

## **12 GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this supply order) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 15 days, then the matter will be referred for adjudication to the



arbitration of a Sole Arbitrator to be appointed by the Principal, Sri Guru Gobind Singh College of Commerce (University of Delhi) in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be New Delhi and the decision of the Arbitrator shall be final and binding on the parties.

**Jurisdiction of Court:** This supply order is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Delhi.

### **13. Consortium**

Consortium will not be allowed at any cost by the Sri Guru Gobind Singh College of Commerce (University of Delhi)

## **Chapter-4**

### **Schedule of Requirements/Scope of Work**

Sri Guru Gobind Singh College of Commerce (University of Delhi) requirement is 100 MBPS (1:1) internet bandwidth through leased line (fiber loop) and will be henceforth referred to as Internet bandwidth (IBW) in this document.

- (a) Presently, Sri Guru Gobind Singh College of Commerce (University of Delhi) has 100 Mbps (1:1) leased line connectivity from DU and planning to have alternate service of 100 Mbps (1:1) Internet bandwidth services through leased line (fiber loop).

Sri Guru Gobind Singh College of Commerce (University of Delhi) is located at Pitam Pura, Delhi-110034 invites quotes for 100 Mbps (1:1)

Internet bandwidth services through leased line (fiber loop) from reputed Category - A ISPs and active member in NIXI, for a period of three years subject to satisfactory performance. However, if the service is not found satisfactory the contract can be terminated by forfeiting the Performance security.

(b) **Following are the requirements for the above mentioned IBW**

- The service provider should have at least three cable landing stations and should have Internet bandwidth on at least 3 different cable systems. The landing stations and cable systems should be owned.
- The service provider should also indicate their total unshared external Bandwidth.
- The Service provider should provide information on their sold leased line Internet band width capacity.
- The ISP should be connected to the nearest NIXI node wherever possible to announce all its regional routes. This will guarantee the exchange of regional traffic within a NIXI node. Monthly traffic exchange (incoming & outgoing for 3 months) by the ISP at the NIXI (Delhi) node can be indicated.
- The service provider should provide 16 Full Class C (255) IPV4 immediately and provide IPV6 addresses for complete migration.
- The service provider should provide a **single window service** for last mile connectivity with self-healing fiber optic ring through different routes (paths) and the IBW. Getting clearances for the Last Mile connectivity is in the scope of the service provider.
- The service provider should provide DNS services including reverse Lookups and registration for both IPV4 and IPV6.
- Service provider should indicate their SPAM control mechanism and traffic routing mechanism.

- The ISP should maintain the Service Level Agreement (SLA) for 99.9% uptime through the self-healing fiber optic ring with 24/7 for the required IBW service.
- Documentary evidence should be produced relating to Paras from 3.2 to 3.7 and produce company profile including client list of the similar or internet bandwidth with contact details, detail of commencement of ISP service and category, spectrum assigned to them. Bidders who are satisfying the conditions from 3.2 to 3.7 will be considered for further technical evaluation.
- Service provider should quote for one time cost and recurring cost as follows, if any.

#### One time cost:

- 1) Last mile connectivity charges
- 2) Installation and commissioning of the Internet bandwidth at our identified location.
- 3) Recurring expenditures for the first year
  - a) Internet bandwidth port charges
  - b) Recurring charges if any for the last mile connection
  - c) Other charges, if any to establish the complete solution for one year.

#### (C) Scope of work:

1. The assured Internet bandwidth should be functional at our premises through the last mile connection.
2. The last mile termination should be only for the Sri Guru Gobind Singh College of Commerce (University of Delhi) Internet facility, **however the router will be provided by the firm.**
3. Router provided by firm should be configured with at least two Ethernet /SF port available for connecting Firewalls of Guru Gobind Singh College of Commerce (University of Delhi).
4. Router should be connected to the last mile termination through proper interface and the other Ethernet port should be connected to the existing firewall.
5. The available Firewalls should be configured for the INTERNET bandwidth connectivity with ACLs.
6. If any earthwork is involved inside the Guru Gobind Singh College of Commerce (University of Delhi) premises, it should be coordinated with the concern person in Guru Gobind Singh College of Commerce (University of Delhi).
7. The Guru Gobind Singh College of Commerce (University of Delhi) will provide power supply. Air conditioners are provided in the building to maintain enough cooling. The complete installation should be in the existing infrastructure.

#### (d) Compliance with the Technical Specifications:

Equipment/Services shall be in accordance with the stipulated technical specifications. If it is not meeting the specification the tender will not be considered for evaluation.

- (i) Acceptance Terms: The circuit performance will be analyzed using **MRTG** or any other speed tester decided by Sri Guru Gobind Singh College of Commerce (University of Delhi) IT team or equivalent software for equivalent software for the assured bandwidth point to point from various geographic locations.

- (ii) In the Price Bid, the prices and other information like discounts having a bearing on the price shall be written both in words and figures. If there is discrepancy between the price information quoted in words and figures, the price information quoted in words will be treated as final. No conditional discount will be accepted.
- (iii) The contract shall be valid for period of three years subject to mutual consent and satisfactory performance. However, the Purchaser reserves the right to review the requirement before the expiry period of 12 months depending upon the need for continuity, the performance of the contractor and extend the contract for further period based on mutual agreement.
- (iv) In the event, the ISP's company or concerned division of the company is taken over/bought over by another company, all the obligations under the agreement with the purchaser shall be passed on to the new company/division for compliance by the new company.
- (v) All ISPs will automatically agree to honour all aspects of fair-trade practices in executing the purchase orders placed by the purchaser by responding to this tender.
- (vi) ISP, whose bid is finally accepted should be prepared to complete the installation and providing the services within 6 weeks from the date of issue of the purchase order.
- (vii) The Sri Guru Gobind Singh College of Commerce (University of Delhi) reserves the right to reject one or all tenders taking into consideration the interest of the College.

**(e) Penalty for downtime**

If the IBW service remains down for any reason (technical/non-technical), the penalty will be charged as follows:

- i 2 hrs to 10 hrs of downtime 2% of the bill charges of the bill period as penalty.
- ii 10 hrs to 24 hrs of downtime 5% of the bill charges of the bill period as penalty.
- iii More than 24 hrs of downtime 10% of the bill charges of the bill period as penalty for every 24 hrs downtime per quarter and Revocation of the contract.
- iv In case of any default in the service, the report from the Guru Gobind Singh College of Commerce (University of Delhi) shall be final.

**(f) Problem Reporting/Escalation Mechanism:**

- a) Complaint registration should be directly with human interaction designated contacts and should be followed with emails and NO TOLL FREE/IVRS reporting mechanism should be entertained. A account manager has to be defined from the service provider who will be in regular touch with the technical team of Sri Guru Gobind Singh College of Commerce (University of Delhi) for the complete period of contact.
- b) E-mail reporting system should indicate the reference No: and the complaint rectification updates should be followed inspecified time.
- c) Updated list of complete escalation matrix should be intimated periodically.
- d) Periodic service utilization reports should be sent by e-mail and the data should be maintained till the contract period.

## **CHAPTER -5**

### **PROFORMA FOR TECHNICAL BID**

1.	Name of Agency	
(a)	Profile of the agency	
(b)	Name of proprietor/Director	
(c)	Full Address of Registered Office	
	a. Telephone No. b. Fax No. c. E-mail Address	
(d)	Full Address of Operating/Branch Office	
	a. Telephone No. b. Fax No. c. E-mail Address	
2.	Self attested scanned copy of Tender cost fee of Rs.500/- in shape of DD/BC in favour of Principal, Guru Gobind Singh College of Commerce	
3	Self attested scanned copy of EMD of Rs.20,000/- in shape of DD/BC in favour of Guru Gobind Singh College of Commerce	
4.	Self attested scanned copy of GST number of firm	
5.	Self attested copy of PAN Number of the firm. (Attach self- attested copy of PAN card of the firm). <i>However PAN card in the name of proprietor can be considered subject to production of ITR Acknowledgment and computations of taxable income duly certified by C.A.</i>	

6.	Average Annual Turnover of the firm Rs.20.00 lakh for last three Financial Years i.e 2019-20, 2020-21 & 2021-22 duly certified by CA.				
7.	The self-attested copy of <b>ITR of the firm only</b> for last three financial years i.e 2019-20, 2020-21 & 2021-22 must be enclosed.				
8.	Solvency certificate for an amount of Rs.20.00 lakh which should be issued from any nationalized/scheduled bank but it should not be more than six month old.				
9	Details of total experience during the last three years i.e 2019-20, 2020-21 & 2021-22 in respect of supply of internet leased line in the Central Govt. / State Govt/PSU/Autonomous body.				
S.No.	Details of organization with full address	Amount of Contract	Duration of Contract		Nature of Contract
	Self attested scanned copies of experience certificate during last three years		From	To	
10.	Self attested scanned copy of Undertaking regarding non-blacklisting of firm as per Annexure-A				
11.	Self-attested scanned copy of Undertaking regarding acceptance of all the terms and conditions of the tender document as per-Annexure- B				
12.	Self-attested scanned copy of Registration certificate with DGS&D/NSIC/MSME for the supply of internet supply (For seeking exemption from EMD/Tender cost).				
13.	Self attested scanned copy of Declaration certificate on the prescribed proforma.				

14	Self attested scanned copy of valid registration/agreement as ISP Category „A“ license holder with Deptt. of Telecommunication (DOT) Govt. of India
15.	Self attested scanned copy of agency/firm of his own International gateway license.
16.	The Service provider should furnished the following details:- 1. Total internet bandwidth available with the service provider. 2. Total committed Internet bandwidth available with the service provider.
17.	Indicate the following service Level Guarantee Parameters (a) Network availability (b) Minimum packet delivery Expected (c) Maximum Packet latency (d) Mean time to Repair (MTTR) (e) Uptime available (Guaranteed) (f) Frequency of Scheduled Maintenance (g) Downtime during Scheduled Maintenance
18	Time required for installation and operationalization of Leased line from the date of issue of purchase order.

Signature of authorized person

Date:

Name:

Place:

Seal:



**UNDERTAKING OF NON-BLACKLISTING BY THE AGENCY IN NON-  
JUDICIAL STAMP PAPER OF RS.100/-**

I,.....on behalf of..... (Name of the firm/agency) hereby declare that there is no legal/suit/criminal case pending or contemplated of legal notice having been served to this effect against the Proprietor of the Agency or any of its Directors (in case of Pvt. Ltd. Company) on grounds of moral turpitude or for violations of any of the laws in force and company is not black listed by any Government Organization.

I,.....on behalf of..... (Name of the firm/agency) hereby declare that our organization or the staff to be provided has no business or direct family relationship with member(s) Sri Guru Gobind Singh College of Commerce

I,.....on behalf of..... (Name of the firm/agency) hereby undertake that all relevant statutory requirements will be complied with.

I,.....on behalf of..... (Name of the firm/agency) understand that if the above declaration is found incorrect, the present engagement would be terminated and ..... (Name of the firm/agency) would be debarred from any further Engagement by Sri Guru Gobind Singh College of Commerce ever.

Signature(s)

(Name & Address of the Tenderer(s))

With Official Seal)

**Place:**

**Date:**

**TENDER ACCEPTANCE LETTER**

**(To be given on Company Letter Head)**

**Date:** \_\_\_\_\_

**To,**

The Principal,  
Sri Guru Gobind Singh College of Commerce  
Pitam Pura, New Delhi-110034

**Sub:** Acceptance of Terms & Conditions of Tender.

Tender Reference No .....

Name of Tender / Work: -**TENDER FOR installation of 100 MBPS internet lease line in  
Sri Guru Gobind Singh College of Commerce**

**Sir,**

1. I/ We have downloaded / obtained the tender document(s) for the above-mentioned Tender/Work“ from the web site(s) namely:

\_\_\_\_\_

as per your advertisement, given in the above-mentioned website(s).

2. I/We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (Including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with  
Official Seal)

**DECLARATION**

1. I, \_\_\_\_\_ Son/Daughter/Wife of Shri  
\_\_\_\_\_ Proprietor/Director/authorized  
signatory of the Agency mentioned above, is competent to sign this declaration  
and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender  
and undertake to abide by them;
3. The information/documents furnished along with the above application are true  
and authentic to the best of my knowledge and belief. I / we, am / are well aware  
of the fact that furnishing of any false information / fabricated document would  
lead to rejection of my tender at any stage besides liabilities towards prosecution  
under appropriate law.

Signature of authorized person

Date:

Full Name:

Seal:

Place:

## **CHAPTER – 6**

### **PROFORMA FOR FINANCIAL BID**

The firm is required to submit the rates in BOQ online in CPP portal.

**All the hardware accessories required for lease line installation such as cable, Router/L-3 switch optical fibre, etc will be provided by the firm and no payment will be made by Sri Guru Gobind Singh College of Commerce and all the installation cost will be borne by the firm.**

Authorized Signatory of the Firm with rubber stamp of the firm

## **Chapter – 7**

### **BID SECURITY FORM**

No..... Date.....

To

The Principal,  
Sri Guru Gobind Singh College of Commerce  
Pitam Pura, New Delhi-110034

Whereas M/s..... (Hereinafter called “the bidder”) has submitted its bid dated..... for empanelment of firms vide Tender No. .... **dated**..... KNOW ALL MEN by these presents that WE of having our registered office at .....

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
  - a. Fails or refuses to execute the Contract, if required;  
**OR**
  - b. Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.  
**OR**
  - c. Fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate

its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in Chapter No-3 (Instruction of the Bidders) of the Bid document up to 180 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness

Signature of the Bank Authority

Address of witness

Name

Signed in capacity of

Full address of Tel No. of Branch

Fax No. of Branch

**Chapter - 8**

**SOLVENCY CERTIFICATE FROM A SCHEDULED BANK**

This is to certify that to the best of our knowledge and information that M/s \_\_\_\_\_

\_\_\_\_\_ or Shri \_\_\_\_\_

a customer of our Bank is respectable and can be treated as good for any engagement up to a limit of Rs.

\_\_\_\_\_ (Rupees) \_\_\_\_\_.

This certificate is issued without any guarantee or responsibility on the Bank or any of its officers.

(Signature) for the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of  
the Bank

Corporate Seal of the Bank

Note: This certificate may be issued on the letterhead of the Bank and should not more than six-month-old from one day before the last date of submission of Bid.

The solvency certificate is not required, if the bidder is a Class-1 (Civil) registered contractor of CPWD, only copy of Class-1 registration certificate of CPWD duly notarized is required to submit.



## **Chapter 9**

### **Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

#### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced

search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules.

These tenders can be moved to the respective, My Tenders folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or „Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

## SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 9) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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