

QUOTATION REF. NO. : JEC/ TEQIP/ CWN /L.L./2008
Date : 23.07.2008

BID FORM

PROCUREMENT OF EQUIPMENTS
UNDER
NATIONAL SHOPPING (NS)

OF
THE WORLD BANK SUPPORTED

TECHNICAL EDUCATION QUALITY IMPROVEMENT PROGRAMME (TEQIP)
[For Contracts valued less than/equivalent of US \$ 50,000 (Rs. 22.50 lakhs)]

Invitation for quotations for supply of Goods/Equipments under
National Shopping (NS) procedures of World Bank

To

Dear Sir,

Sub : Invitation for quotations for supply and installation of 2Mbps Internet
Leased Line and accompanying accessories at JEC, Jabalpur campus.

1. You are invited to submit your most competitive quotation for the following
goods/Services:-

Sr. No	Brief Description of the Goods	Specifications*	Qty	Delivery Period	Place of Delivery	Installation Requirement if any
Option-A	2Mbps Internet Leased Line (Uncompressed and unshared, 1:1) terminated on the router and accompanying accessories	Refer Annexure - A1 for details		Not more than 30 days from date of order	JEC Jabalpur	Installation commissioning/ Training for operating the equipment will have to be done by the supplier free of cost at JEC
Option-B	2Mbps Internet Leased Line (Uncompressed 1:4) terminated on the router and accompanying accessories	Refer Annexure - A2 for details		Not more than 30 days from date of order	JEC Jabalpur	Installation commissioning/ Training for operating the equipment will have to be done by the supplier free of cost at JEC

2. Government of India has received a credit from the International Development Association (IDA)(IDA credit No. 3718IN) in various currencies towards the cost of Technical Education Quality Improvement Programme (TEQIP) funded by World Bank. JECJabalpur has received funds under this programme (TEQIP) through Director, Technical Education, Government of M.P. JEC, Jabalpur intends to apply

part of the proceeds of this credit (Funds) to payments under the contract for which this invitation for bid is issued.

3. Bid Price

- (a) The contract shall be for the full quantity as described above. Corrections, if any, shall be made by crossing out, initialing, dating and re writing.
- (b) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- (c) The rates quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.
- (d) The Prices should be quoted in Indian Rupees only.

4. Each bidder shall submit only one quotation.

5. Validity of Quotation

Quotation shall remain valid for a period not less than 90 days after the deadline date specified for submission.

6. Evaluation of Quotations

The Purchaser will evaluate and compare the quotations determined to be substantially responsive i.e. which are properly signed; and conform to the terms and conditions, and Specifications. The Quotations would be evaluated separately for each item.

Option-A and Option-B will be evaluated separately. JEC will be opting for any one of these options.

Prices should quoted in the enclosed format Annexure-B

7. Award of contract

The Purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price.

- (a) Notwithstanding the above, the Purchaser reserves the right to accept or reject any reason.

(b) The bidder whose bid is accepted will be notified of the award of contract by the purchaser prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the purchase order.

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 reason need be given therefore.

8. Payment

The Installation charges shall be paid only after satisfactory commissioning and acceptance of the network.

A pre-receipted bill shall be submitted in duplicate in the name of JEC 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.

Subsequent payments will be made on quarterly basis only after the completion of each quarter subject to continued good performance as per committed SLA. It is the responsibility of the supplier to provide reports of JEC usage and traffic to demonstrate that the SLA is being met. JEC also requires that the vendor provide a detailed monthly report of the JEC usage. The detailed monthly report must also list usage in terms of different traffic categories: web, ftp, email, voice, video, etc.

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

In case there is price reduction in service components during the contract period then the vendor (ISP) will pass on all such benefits to JEC without claiming by the Institute

9. Warranty

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.

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 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.

The vendor will do preventive maintenance once a month for upkeep of the system.

10. Penalty for uptime

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.

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.

Hour to hour report will be maintained by the Computer Centre for the service.

11. Effect and Validity of offer:

The contract shall be valid for one year. However, the institute reserves the right to review the panel before the expiry period of one year depending upon the need for continuity.

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.

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.

In case the Institute sees that the market rates have come down from the time when rates were finalized 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.

The Institute reserves the right to award the contract to any of the bidders irrespective of not being lowest, considering the interest of the Institute and in this respect, the decision of the Institute shall be final.

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 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. Rejection of Bids

JEC reserves the right to accept or reject any bid or cancel the tender proceedings without assigning any reason whatsoever.

If a bidder gives wrong information in their bid, JEC reserves the right to reject such bid at any stage and forfeit the Earnest Money Deposit / Performance Bank Guarantee and cancel the contract, if awarded.

Incomplete quotations are liable to be rejected.

Canvassing in any form in connection with the tenders is strictly prohibited and the bids submitted by the bidders who resort to canvassing are liable for rejection.

JEC shall not pay any costs incurred towards preparation and submission of the bid or any other expenditure in this regard.

Unsigned tenders, unattested corrections and over writings in the Technical Bid and/or the Commercial Bid are also liable for rejection.

Bids not adhering to the Technical and/or Commercial specifications as mentioned in this document will be out rightly rejected. The bidders must attach all documents including but not limited to technical specifications, commercial specifications and brochures etc as proof of compliance with technical and/or commercial specifications as mentioned in this document.

14. Conditional bids will be summarily rejected.

The bidder shall go through the entire document and must comply with all the terms and conditions. A Compliance statement in the form of 'Complied' or 'Not Complied' shall be given against each item and specification of the tender document. The compliance statements should be supported by authentic documentation. Please note that any deviation from the laid down requirements/specification shall be brought out separately in deviation sheets to be attached with concerned section of the tender. Failure to comply with this requirement may result in the bid being rejected. Each page of the bid and cuttings / corrections shall be duly signed and stamped by the bidder. Failure to comply with this requirement may result in the bid being rejected.

The bidder must give undertaking as per Annexure -D

15. SLA

The bidder should commit to a detailed SLA, which clearly outlines Bandwidth as well as Latency, and Drop Rate commitments. The SLA must also list out the commitments on service for Faults. Faults, if any, shall be attended to on immediate basis but in no case any fault should prolong for more than 8 hours. The bidders should attach a document along with the bid stating all service terms and conditions of the connection. (Annexure-C)

17. The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 15 percent of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

18. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
19. Each supplier should have Authorized Supplier Certificate.
20. Institute Authority reserves the right to inspect and approved materials workmanship, samples at any stage of the work.
21. Address for the submission of Quotations:

Principal
Jabalpur Engineering College
Jabalpur-482011.
Tel.No.91-761-2431395
Fax No. 91-761-2431355

Principal

Annexure A1 :
TECHNICAL SPECIFICATION

Equipment Name : 2Mbps Internet Leased Line (Uncompressed and unshared,
1:1) and accompanying accessories Qty. As per follows

Summary of Items to be procured:

Item No.	Item Name	Particulars	Qty
1	Type of connectivity	Dedicated Internet Leased Line Uncompressed and unshared	1
2	Capacity	2 Mbps	
3	Non shared on exclusive basis	1: 1	
4	uptime	99.5%	
5	B/w guarantee	99 %	
6	Packet Loss	<1%	
7	Terminating Interface	Smart serial interface	
8	Latency	£50 millisecond from JEC router to the first hop of the service Provider.	
9	Period	One year	
10	Public IP Pool	Minimum 32	
11	Framing Type	Unframed	
12	Other	The connectivity should be terminated on Router (Place of Installation JEC Jabalpur)	

Annexure A2:

TECHNICAL SPECIFICATION

Equipment Name : 2Mbps Internet Leased Line (Uncompressed 1:4)
and accompanying accessories Qty. As per follows

Summary of Items to be procured:

Item No.	Item Name	Particulars	Qty
1	Type of connectivity	Dedicated Internet Leased Line Uncompressed	1
2	Capacity	2 Mbps	
3	shared on	1: 4	
4	uptime	99.5%	
5	B/w guarantee	99 %	
6	Packet Loss	<1%	
7	Terminating Interface	Smart serial interface	
8	Latency	£50 millisecond from JEC router to the first hop of the service Provider.	
9	Period	One year	
10	Public IP Pool	Minimum 16	
11	Framing Type	Unframed	
12	Other	The connectivity should be terminated on Router (Place of Installation JEC Jabalpur)	

Annexure-C: Service Level Agreements (SLA)

This Service Level Agreement (hereinafter referred as "SLA") made at this _____ day of Year _____ between ISP, a Company registered under the Indian Companies Act, 1956 and having its registered office at _____ . (herein after referred to aswhich expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns) of the one part and _____ carrying on business in India amongst other places at

_____ (hereinafter referred to as JEC which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns) of the other part.

Whereas

The JEC represents that it requires a Standard Internet Leased Line Service (hereinafter referred to as "SILL (1:1)") for the purpose of its business.

Pursuant to the request of the JEC, the bidder has agreed to provide SILL (1:1) service to the JEC on the Service Level terms and condition appearing hereinafter and the JEC has agreed to the same.

Network Availability Guarantee

ISP guarantees network uptime as per the SLA Matrix below. The service will be considered unavailable in the event of any unscheduled service outage on the ISP network due to the transmission or equipment failure causing blocking of movements of packets ahead of the JEC link and will be calculated on the monthly basis.

The ISP will calculate JEC "Network Unavailability" in a calendar month. "Network Unavailability" consists of the number of hours that the ISP Network was down or not available to the JEC, and includes unavailability associated with any maintenance at the ISP hub to which JEC circuit is connected other than Scheduled Maintenance.

Network Unavailability will not include any unavailability resulting from

- (a) Scheduled Maintenance of ISP Network, with prior permission from JEC
- (b) Interruptions due to failure of equipment provided by the JEC or other third party on behalf of JEC.
- (c) Reasons of Force Majeure

Scheduled Maintenance Scope:

Scheduled Maintenance shall mean any maintenance at the ISP hub to which JEC's circuit is connected in respect of which JEC shall be notified 48 hours in advance. Notice of Scheduled Maintenance will be provided to JEC's designated point of

contact by a method elected by ISP (telephone, email, fax or pager). The prior permission of the JEC would be needed before the same.

Network Availability Guarantee Process:

Network Unavailability, which consists of the number of hours the ISP Network is not available to JEC, will be calculated commencing with the date and time on which the JEC reports the unavailability to ISP and ending upon the time when service is restored by ISP.

Network Unavailability is the accumulated period of the time (in hours) the access service was not available to the JEC in a month. Unless JEC has been notified of Network Unavailability by ISP, JEC shall have notified the ISP helpdesk of such Network Unavailability promptly during such Network Unavailability.

SLA Matrix :

The SLA shall be as follows:

Sr. no	Performance indicator	Ideal Value	Remarks
1	Network Uptime	99.5 %	
2	Round Trip Delay between JEC edge router at ISP node and ISP Upstream edge router in USA	<= 300 ms	
3	Packet Drop	<= 1.0%	

Network Availability Guarantee Remedy:

Incase the JEC experiences network unavailability during a month in excess of the guaranteed SLA , JEC will charge as per the terms mentioned in clause of Penalty for uptime

Internet Latency and Packet Drop Guarantee

Definitions of Parameters for SLA: -

Latency: - The latency is defined as round trip delay between a designated point of ISP Internet backbone in India and terminating point of ISP network on the upstream service provider. This would be measured using 1000 packets of 64-byte size.

Packet Drop: - The Packet drop is defined as % of packet drop between a designated point of ISP Internet backbone in India and terminating point of ISP network on the upstream service provider. The ping test will be extended ping test of 64 bytes/1000 packets.

Website for Network health and other information :

The Service Provider should maintain a website to provide information about health of Internet network . The site provides updated information related to the health of ISP backbone network (with respect to parameters defined as above). The parameters will be measured and updated every 30 minutes. The site provides

utilities like trace-route, ping etc. Daily report and monthly report for Network health parameters is also available.

Problem reporting (DOCKET Opening) and problem resolution(Docket closing)
The ISP Should maintains Regional Helpdesks for reporting any SLA related problem. JEC has to call up the respective Helpdesk and report the problem as faced by them. JEC shall provide relevant details like the unique circuit I.D provided by ISP at the time of circuit commissioning, billing code, the exact way by which JEC concluded that problem exists, CPE details, contact details of the person incase they are different from the ones in the ISP database and any other information which shall be helpful in resolving the problem or SLA claim settlement. The DOCKET number as allotted by the system will be issued to the JEC. JEC needs to quote this DOCKET number to know the status of their query till the DOCKET is closed. The DOCKET shall be closed by ISP with intimation to a designated person in JEC. In case of unavailability of JEC, it will be communicated and recorded through an e-mail to JEC and closed. This DOCKET number will be the database for SLA claim process.

ISP has to maintain a 24X7 helpdesk for better support and fast problem resolution.

Definitions

SILL (1:1) - Standard Internet Leased Line Service: SILL (1:1) means that the JEC will get an assured non shared B.W of 1:1 equivalent to the port speed subscribed for. ISP guarantees an availability of 99 % of the above committed B.W . for 99.5% of the time.

"ISP Network" shall mean the telecommunications network and network components owned and operated by ISP, including points of presence ("POP"). The ISP Network does not include any networks or network equipment not owned or controlled by ISP, but include connectivity till the premise of JEC (SDC) including the last mile.

"Monthly / Annually Recurring Charges" shall mean the monthly / annually fees for SILL (1:1) by ISP, which includes only the base monthly fee for services (port charges), including all local loop and other charges being payable to the ISP by the JEC.

"Network Unavailability" shall mean a failure of the ISP Network resulting in JEC being unable to use the ISP Network from JEC's location for Internet access.

Cumulative Degraded Network Performance Time shall means the sum total of all the incidents (in hours) over a calendar month during which JEC experiences latency or packet drop or both latency and packet drop in excess of as guaranteed above.

Payment deduction shall mean

- One (1)-day payment deduction : one-by-Three sixty five (1/365) of JEC's Annually Recurring Charges charged during the year of SLA violation.
- Two (2)-day payment deduction: two-by- three sixty five (2/365) of JEC's

Annually Recurring Charges charged during the year of SLA violation.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

For and on behalf of ISP For and on behalf of JEC

By : _____ By : _____

Title : _____ Title : _____

Date : _____ Date : _____

Place: _____ Place: _____

Annexure- D

Undertaking

We (The Bidder) undertake and confirm that:

1. We hereby offer to supply the goods detailed above or such portion thereof as you specify in the purchase order at the price quoted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of bid.
2. The prices are FOR destination inclusive of all taxes.
3. The Institute will opt for either Option-A or Option-B.
4. The Institute will not provide any C or D form.
5. The Institute will not pay any advance.
6. Payment of bandwidth charges will be made on quarterly basis after the end of each quarter of the bill to be raised by the firm.
7. The rates quoted includes warranty.
8. The selected vendor will be required to furnish bank guarantee as per the terms and conditions given in the document.
9. All the accessories supplied have a lifetime comprehensive warranty.
10. The comprehensive warranty includes all parts.
11. During warranty services will be provided directly at site.
12. The bid/quotation is submitted for all the items and is strictly as per the tender specifications.
13. Every page of the submitted bid has been numbered and signed.
14. It is hereby confirmed that we have understood the terms and conditions of the tender and have thoroughly examined specifications and are thoroughly aware of the nature of goods required and our offer is to supply goods strictly in accordance with the requirement and terms and conditions of the tender. We agree to abide by the terms and conditions of the tender if the contract is awarded to us.

Place: (Signature and seal of Bidder)

Date:

ANNEXURE -B

FORMAT OF QUOTATION

Sl. No.	Description Goods	Specifications	Qty.	*Unit	Quoted Unit Rate in Rs.	Total Amount	
						In Figures	In Words
Option -A							
Option -B							

Gross Total Cost : Rs. ..

*Unit Price (Price Without or Excluded all tax and charges) :- _____

Cost inclusive of Excise Duty/Custom/Sales Tax/VAT/Octroi/any other levies or taxes.- _____

In the following Table, the % of duties/taxes included/being levied and added to "Total cost" for the above equipment shall be filled :

(a) Excise Duty :

(b) Customs Duty :

(c) Sales Tax :

(d) Octroi :

(e) VAT :

(f) Any other levies or taxes :

Any other Additional Information :

We agree to supply the above goods in accordance with the technical specifications for a total contract price of Rs. (amount in figures)