

# CHANAKYA NATIONAL LAW UNIVERSITY, PATNA

Nyaya Nagar, Mithapur, Patna -1, Ph. No. – 0612-2352300, Website: <http://cnlu.ac.in>

NIQ NO – 09/2016-17 (Group A)

Dated: - 01/11/2016

Properly sealed quotations are invited for and on behalf of CNLU, by the Registrar, Chanakya National Law University, Nyaya Nagar, Mithapur, Patna - 800001 from Government of India registered **Class 'A' ISP (Internet Service Provider)** for providing Internet Bandwidth.

**Name of the work: Providing 1:1 Internet Bandwidth of 100 Mbps through Optical Fibre in CNLU Campus.**

Cost of Document	:	Rs. 5000/- in form of DD. DD should be in favour of Registrar, Chanakya National Law University, Nyaya Nagar, Mithapur, Patna – 800001, payable at any branch of any scheduled bank at Patna
Work Completion Time	:	30 days from the date of work order.
Earnest Money Deposit	:	Rs. 20000/- in form of DD. DD should be in favour of Registrar, Chanakya National Law University, Nyaya Nagar, Mithapur, Patna – 800001, payable at any branch of any scheduled bank at Patna.
Sale of Document	:	01/11/2016 to 14/11/2016
Date & Time of Pre Bid meeting	:	11/11/2016 at 02:00 pm
Date & Time of receipt of bid	:	14/11/2016 up to 03:30 pm
Date & Time of opening of Technical Bid	:	14/11/2016 at 04:30 pm
Date & Time of opening of Financial bid	:	17/11/2016 at 04:30 pm
Place of all meeting	:	Registrar`s Chamber

## **Terms & Conditions**

1. The Chanakya National Law University, Patna invites the proposal **from Government of India registered Class 'A' ISP (Internet Service Provider)** for providing **1:1 Internet Bandwidth of 100 Mbps through Optical Fibre**. Copy of duly attested Certificate / Document showing ISP license to the effect should be submitted in the envelope containing technical bid.
2. ISP should have ISO 9001:2000 certification in network operations, data center operations and customer relationship management. Copy of duly attested Certificate / Document showing ISO

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90001:2000 certification to the effect should be submitted in the envelope containing technical bid.

3. Those quotationers who are either blacklisted or debarred or against whom FIR has been lodged or whose contract has been rescinded by any Government /PSU or have failed to execute the awarded work in past in respect of the any of the above work of CNLU will not be allowed to participate in this bid process. Affidavit for Declaration **“that the quotationer has not been black listed by any Government / Non-Government Organisation and no FIR has been lodged against them since incorporation”** should be attached along with Technical Bid.
4. University reserves the right to withdraw / cancel / amend the bid at any stage without assigning any reason whatsoever.
5. This notice is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. The University also reserves the right to withdraw the Quotation, should it become necessary at any stage.
6. Manner of submission of the Quotations: Sealed Quotations Technical & Financial in separate sealed covers should either be dropped in the Quotation Box marked **“NIQ No.- 09/2016-17, dated 01/11/2016 for Providing 1:1 Internet Bandwidth of 100 Mbps through Optical Fibre in CNLU Campus”** or Post to **Registrar, Chanakya National Law University, Nyaya Nagar, Mithapur, Patna – 800001** so as to reach by the due date and time. Belated Quotations are liable for rejection. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Quotations.
7. Financial Bid of only those firms will be opened whose Technical Bids are found responsive.
8. Quotations should be forwarded by Quotationers under their original memo / letter pad inter alia furnishing details as per **Annexure I**.
9. Clarification regarding contents of the bids: During evaluation and comparison of quotations, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
10. Rejection of Quotations: Canvassing by the Bidder in any form, unsolicited letter and post-Quotation correction may invoke summary rejection. Conditional Quotations will be rejected.
11. Quotationers are advised to remain present in the Pre bid meeting and opening of Technical bids and Financial bids. They should submit quotation exactly as per format annexed with the NIQ.

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12. Quotationers are advised to study all technical and commercial aspects, instructions, terms and specifications carefully in the Quotation document. Failure to furnish all information required in the Quotation Document or submission of a bid not substantially responsive to the Quotation document in every respect will be at the bidder's risk and may result in the rejection of the bid.
13. This Quotation document is not transferable.
14. Quotationers should attach duly signed Service Label Agreement (SLA) as per **Annexure II** in **Technical Bid envelope**.
15. All documents should be signed by authorized signatory of firm or by proprietor himself/herself. Certificate of authorization should also be attached. Interlineations, corrections, erasures and/or over-writings shall be valid only if initialed by the signatory of the bid.
16. Suggestions/Clarifications (if any) may be put forth in the Pre-Bid meeting.
17. Notwithstanding anything to the contrary in this document, the Chanakya National Law University is not bound to accept the lowest quotation and reserves the right to accept or reject any quotation, to reject quotations for some or all items and to cancel the bidding process at any time prior to the award of contract, without assigning any reason whatsoever.
18. All payments are subject to statutory deductions as and when applicable.
19. The quotationer should adhere with all seriousness to the time schedule provided by the Chanakya National Law University, Patna.
20. The quotationer shall be liable to indemnify the Chanakya National Law University, Patna in all respects and meet and pay off the litigation expenses and all the liabilities including damages, sums etc. arising out of and as a consequence of the negligence, deficiencies, mistakes, lapses, delays etc. in the execution of the various jobs and the services provided.
21. The work has to be completed within the period mentioned against each works. It will be reckoned from the date of the issue of work order. If the work is not completed within the completion period liquidated damages @0.5% of agreement value per day of delay will be levied (subject to maximum of 10%). If the liquidated damages reach the level of 10% of the agreement contract is liable to be rescinded.
22. Dispute if any, will be subject to Patna jurisdiction only.
23. If at any stage, any document submitted by agency is found fake and misleading the work order placed is liable to be canceled.

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24. An affidavit stating there in that all the documents annexed with the quotation are genuine and all quoted specifications match with the specifications mentioned in **NIQ No. - 09/2016-17, dated 01/11/2016** of CNLU: If any document / information found fake, FIR may be inflicted against me. An Affidavit should be attached along with the envelope of Technical Envelope.
25. Stable power supply will be made available by CNLU.
26. Initially the contract will be for a period of two year and renewable up to next two years with price review at the end of second year.
27. Financial Bid will be valid for Three Months from the date of submission of Bid.
28. Equipment, such as router etc, requires for termination of link in CNLU campus will be provided by quotationer himself. No rent or payment for such equipment will be made by the University. Maintenance of these equipments will be made by quotationer and therefore, if these devices become malfunctioned / dead or even burnt due to any reason, no compensation / charges will be paid by the University.
29. Financial Bid should be as per Annexure III.
30. Agreement will be executed on PWD form F2. NIQ will be part of the agreement.
31. **Amendment of Quotation Document.**
  - 31.1 At any time prior to the last date for receipt of quotations, the client may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Quotationer, modify the Quotation Document by an amendment.
  - 31.2 The amendment will be notified through official website of Chanakya National Law University for all the prospective Quotationers.
  - 31.3 In order to afford prospective bidder reasonable time in which to take the amendment into account in preparing their quotations, the University may, at its discretion, extend the last date for the receipt of the Quotations.

**Dr. S.P. Singh**  
**Registrar**  
**CNLU, Patna**

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## Annexure-I

### CHECK LIST (SHOULD BE ATTACHED WITH TECHNICAL BID DOCUMENT)

<u>Sr. No.</u>	<u>Description</u>	<u>Compliance / Deviation</u>
1.	Passport size Photograph of the Quotationer / authorized Signatory holding power of attorney	
2.	Name of the Firm	
3.	Address with contact number, FAX, E-mail of the Firm	
4.	PAN No Attach copy of PAN card	
5.	Address of local office in Patna	
6.	Service Tax Number details Attach copy of Registration Certificate	
7.	Firms Bank Account Details with Bank Name, Address and IFSC / RTGS codes	

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<b><u>Sr. No.</u></b>	<b><u>Description</u></b>	<b><u>Compliance / Deviation</u></b>
8.	Copy of Document for Company Registration / Incorporation.	
9.	Copy of duly attested Certificate / Document showing Class 'A' ISP license. This document is mandatory If not submitted along with Technical bid the quotation will be rejected. Attach copy of certificate duly attested	
10.	Document in support of commissioning of providing at least 45 Mbps Internet bandwidth in 1:1 form within last six years in Government / Government Universities / PSUs through single order along with respective performance certificates. This document is mandatory If not submitted along with Technical bid the quotation will be rejected. Attach copy of document duly attested	
11.	Attach copy of duly attested Certificate / Document showing ISO 90001:2000 certification as per para 2 of Terms & Conditions.	
12.	Name, telephone and e-mail of technical persons to be contacted for maintenance of the link (Service escalation).  (a) Level - I (b) Level – II (c) Level – III	
13.	Number of Internet IP addresses to be provided : 6 minimum	
14.	DD of Cost of Document Details	
15.	DD of Earnest Money Deposit Details	

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<b><u>Sr. No.</u></b>	<b><u>Description</u></b>	<b><u>Compliance / Deviation</u></b>
16.	Affidavit (Through Notary Public) for Declaration that Company has not been black listed by any Government / Non-Government Organisation since incorporation	
17.	Affidavit (Through Notary Public) as per para 24 of Terms & Conditions.	

I / We hereby declare that information furnished above is true and correct.

Place

Date

Signature of the Bidder / Authorized Signatory

Name of the Bidder

Seal of the Bidder

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## Annexure-II

### SERVICE LABEL AGREEMENT (SLA):

1. Our Company will be responsible for the comprehensive maintenance for the entire warranty period of two year. Warrantee period will start after the acceptance of installation & testing of complete connectivity.
2. Our Company will carry out preventive maintenance once a quarter for upkeep of the systems running. The schedule will have to be adhered to strictly by us.
3. Our Company will provide 99% Uptime per month. 99% Uptime shall be calculated as  $(\text{Total Time} - \text{Down Time}) \times 100 / \text{Total Time}$ . Deduction in payment will be made for downtime in the quarterly bills raised by us.
4. Packet Losses will be less than 1% (Average over 1000 ping).
5. The response time for attending the faults will be four hours (maximum) after they are reported to us. Our Company will rectify the faults within 24 hours failing which; the decision of the Vice-Chancellor of Chanakya National Law University will be final in this regard.
6. We will provide 1:1 Leased Line for unshared Internet Bandwidth of 100 Mbps through Optical Fibre in CNLU Campus.
7. We will provide maintenance support service 10 hours and 7 days a week during day period for Bandwidth and equipment.

Place

Date

Signature of the Bidder / Authorized Signatory

Name of the Bidder

Seal of the Bidder



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## Annexure-III

### FINANCIAL BID

To,  
The Registrar  
CNLU, Patna

**Subject : Providing 1:1 Internet Bandwidth of 100 Mbps through Optical Fibre in CNLU Campus.**

Sir,

With reference to aforementioned subject I / We would like to quote the best rate for Internet bandwidth through Optical Fibre as mentioned hereunder:

<u>Sr. No.</u>	<u>Description</u>	<u>Rate (inclusive of all taxes and freight)</u> <u>Per annum</u>
1.	Unshared 1:1 Internet Bandwidth of 100 Mbps through Optical Fibre	In Figures:  In Words:

Place

Date

Signature of the Bidder / Authorized Signatory

Name of the Bidder

Seal of the Bidder