

MAHARSHI DAYANAND UNIVERSITY

Rohtak-124001, Haryana (INDIA) (A State University established under Haryana Act No. XXV of 1975) 'A+' Grade University Accredited by NAAC

TENDER DOCUMENT

PROCUREMENT OF ADDITIONAL/ALTERNATE 500 MBPS 1:1 BANDWIDTH WITH 16 PUBLIC IP AT MDU, ROHTAK

Document Date: 15/03/2025

Last date submission of the filled Tender document: 08/04/2025 up to 11 AM. (The Tender document is to be submitted duly signed in blue/black ink on each page and stamped with official seal on each page)

Table of Contents

CONTENTS
NIT NO.:/ MDU/UCC/2025/MAR/003
PRESS NOTICE5
DETAIL NOTICE INVITING E-TENDER
Key Dates1
Important Note:
CONDITIONS:
Instructions to bidder on Electronic Tendering System4
Registration of bidders on the e-Procurement Portal:
Registration of bidders on the e-Procurement Portal:4
COVERING LETTER: 5
CHECKLIST FOR DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNICAL BID
SUBMISSION OF TENDER
SEALING AND MARKING OF TENDER:8
TENDER OPENING9
OPENING OF FINANCIAL BID:9
CLARIFICATION OF TENDER:9
EVALUATION OF TENDER:9
AWARD OF PURCHASE ORDER9
NOTIFICATION OF AWARD9
BIDDER'S ELIGIBILITY CONDITIONS:
Scope of Work
Pre-qualification Criteria: Mandatory (Vendors not meeting the criteria will not be considered)11
Other CONDITIONS:
Terms and Conditions
General Terms13
Technical & Financial Terms13
Vendor Compliance & Eligibility
Operational Terms
Contractual Obligations
Legal & Arbitration Clause
BOQ
Technical Envelope
Note:
Financial Envelope



Maharshi Dayanand University, Rohtak

[Established in Act No. 25 of 1975 of the Haryana Legislative Assembly in 1976]

NAAC Accredited 'A+' Grade

University Computer Center

Dated: 15/03/2025

No. MDU/UCC/2025/MAR/003

Phone: 01262-293025 E-mail: dir.ucc@mdurohtak.ac.in

STANDARD BIDDING DOCUMENT FOR PROCUREMENT OF ADDITIONAL/ALTERNATE 500 MBPS EACH 1:1
BANDWIDTH WITH 16 PUBLIC IP FROM DIFFERENT ISP'S WITH SEPRATE ROUTES AT MDU, ROHTAK
PART1: COMPLETE BIDDING DOCUMENT

PRESS NOTICE

M. D. UNIVERSITY, ROHTAK					
	Notice Inviting E-Tender				
Name of work	PROCUREMENT OF TWO LINES OF ADDITIONAL/ALTERNATE 500				
	MBPS EACH 1:1 BANDWIDTH WITH 16 PUBLIC IP FROM DIFFERENT				
	ISP'S WITH SEPRATE ROUTES AT MDU, ROHTAK				
E-Service Fees+ Tender Doc. Fees 1180/- + 1,000/- =2,180/-					
(TO BE PAID ONLINE)					
Earnest Money	5000.00 INR				
Time Limit	23 DAYS				
Tenders to be received till: 08/04/2025 till 11:00 A.M.					
(1) THE TENDERS WILL BE RECEIVED ONLY THROUGH E-TENDERING FOR FURTHER DETAILS VISIT					
WEBSITE Https://etenders.hry.nic.in/nicgep/app					

- i The tenders will be received only through e-tendering. For further details, visit the website https://etenders.hry.nic.in
- ii Earnest Money (as mentioned above) is required to be deposited through online mode from https://etenders.hry.nic.in
- iii Willing bidders shall have to pay Rs.1180/- + GST as the e-Service/ Processing Fee through online mode from https://etenders.hry.nic.in
- iv The interested parties/bidders should visit the University website (https://mdu.ac.in) or https://etenders.hry.nic.in regularly for corrigendum(s) which may be issued regarding extension of date, modification of eligibility or amendments in other terms & conditions etc., as corrigendum(s) will not be published in newspapers.
- v The Bidder who is registered as MSME of Haryana State only for the same work are exempted from payment of EMD but Bidder will have to submit an affidavit to this effect as per Annexure-I available on the website of Department of Industries & Commerce, Govt. of Haryana.

REGISTRAR

DETAIL NOTICE INVITING E-TENDER

E-Tender is invited for the purchase of below-mentioned items in single stage two cover system, i.e., Request for Technical Bid (online Bid under PQQ/ Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope).

KEY DATES

Sr.	M.D.U. Rohtak Stage	Vendor Stage	Start Date &	End Date &
No.			Time	Time
1		Tender Document	15/03/2025	08/04/2025 till
		Download and Bid		11:00 A.M
		Preparation & Submission		
3		Submission of Tender Fees	15/03/2025	08/04/2025 till
		and online EMD Fees		11:00 A.M
4	Technical Opening/		08/04/2025 03.00	
	Technical Evaluation/		PM	
5	Opening of Financial		FINANCIAL DATE	
	Bid		WILL BE DECIDED	
			LATER ON	

- 1. Any clarification regarding the detailed notice inviting tender may be sought from the Director UCC during office hours at 01262-293025 or dir.ucc@mdurohtak.ac.in
- Tender document is available on website http://etenders.hry.nic.in and https://mdu.ac.in
- 3. The Bidders would submit bid through e-Tendering only on the website http://etenders.hry.nic.in

Under the process, the Pre-qualification / Technical online bid application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (PQQ or Technical) and with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/Technical Applications are responsive to eligibility and qualifications requirements as per Tender documents. The tenderer should read the terms & conditions and specification in tender documents strictly before submission of e-tender. Tender documents can be downloaded/uploaded online on the Portal: http://etenders.hry.nic.in

- 1. The payment of Tender Document fee as well as EMD and e-Service/Processing Fee shall be made by eligible bidders through online mode from https://etenders.hry.nic.in
- 2. The interested bidders will be mandatorily required to online sign-up (create user account) on the website https://etenders.hry.nic.in to be eligible to participate in the e-tender

The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates

IMPORTANT NOTE:

1. The Applicants/bidders have to complete the 'Application / Bid Preparation & Submission' stage on the scheduled time as mentioned above. If any Applicant/bidder fails to complete his / her aforesaid

- stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as 'Applications/bids not submitted'.
- 2. Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3. Applicant/Bidder can rework on his/her bids even after completion of the 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
- 4. In the first instance, the online payment details of tender document fee + e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the items by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present. The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.
- 5. The bids shall be submitted online in two separate steps

Envelope 1: Technical Bid

The bidders shall upload the required eligibility & technical documents online in the Technical Bid.

Envelope 2: Commercial Bid

The bidders shall quote the prices in price bid format under Commercial Bid.

CONDITIONS: -

- The tenderer should keep in touch with the University Website for any change in the DNIT till the
 last date/revised last date of online invited tender and incorporate such changes in DNIT and the
 tender bids.
- 2. DNIT and prequalification criteria can be seen on any working day during office hours in office of undersigned.
- 3. Conditional tenders will not be entertained & are liable to be rejected.
- 4. In case the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time and place of opening of tenders and other conditions will remain unchanged.
- 5. The University reserves the right to reject any tender or all the tenders without assigning any reasons.
- 6. The societies shall produce an attested copy of the resolution of the Executive/Governing body for the issuance of tenders.
- 7. The Jurisdiction of court will be at Rohtak.
- 8. The tender of the bidder who does not satisfy the eligibility/qualification criteria in the bid documents are liable to be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.
- 9. The bid for the contract shall remain open for acceptance during the bid validity period to be reckoned from the last date of submission of the tender. If any bidder/tenders withdraws his bid/tender before the said period or makes any modification in the Terms and Conditions of the bid, during the fix validity period, the Earnest Money shall stand forfeited. Bids shall be valid for three months from the date of bid closing i.e. from last date of submission of EMD. In case the last day to accept the tender happens to be holiday, validity to accept tender will be the next working day.
- 10. Any work/order, here tendered, may be withdrawn from further processing at any stage at the discretion of the competent authority without assigning any reason.

- 11. The University is competent to increase/decrease the volume of work/order. In case of decrease of volume of work/order, the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work/order in full.
- 12. The University reserves the right to accept or reject or negotiate any of the tender or conditions/items without assigning any reason.
- 13. The Earnest Money (EMD) of the unsuccessful agency / firm shall be returned on completion of Tender process.
- 14. In case of any dispute relating to this contract, the matter shall be referred to the Arbitrator to be appointed by the Vice-Chancellor whose decision shall be binding on both the parties.
- 15. Rates should be carefully filled-up both in words and figures without any cutting, erasing or overwriting.
- 16. In case the firm / agency quoting the lowest rates declines to accept the offer, the Earnest Money (EMD) of such firm shall be forfeited and firm shall be blacklisted by the University for any kind of dealing in future.
- 17. Any other conditions as may be deemed appropriate shall be announced at the time of Opening of Tenders in the presence of Bidders.

DECLADATION

18. The agency / firm shall also append the following declaration with the tender

DECLARATION	JN
I/We (Name) of the firm	rue to the best of my / our knowledge and belief ncealment or misrepresentation detected at any
Place: Dated:	(Signature of the Tenderer) with full name and Address with seal & stamp
For & on behalf of Registrar, MDU, Rohtak Director UCC M. D. University, Rohtak	

INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM

These conditions will overrule the conditions stated in the tender documents, wherever relevant and applicable.

REGISTRATION OF BIDDERS ON THE E-PROCUREMENT PORTAL: -

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

REGISTRATION OF BIDDERS ON THE E-PROCUREMENT PORTAL:-

All the bidders intending to participate in the tenders process online are required to get registered on the centralized E-procurement portal i.e. https://etenders.hry.nic.in/nicgep/app. Please visit the website for more details.

For other details/help, please refer to the e-procurement portal https://etenders.hry.nic.in/nicgep/app.

COVERING LETTER:

FORMAT OF LETTER TO BE SUBMITTED WITH THE TENDER

PROCUREMENT OF ADDITIONAL/ALTERNATE 500 MBPS EACH 1:1 BANDWIDTH WITH 16 PUBLIC IP FROM DIFFERENT ISP'S WITH SEPRATE ROUTES AT MDU, ROHTAK

TO,

Director, University Computer Centre

Maharshi Dayanand University Rohtak – 124001 (Haryana)

Subject: Submission of Tender for PROCUREMENT OF TWO LINES OF ADDITIONAL/ALTERNATE 500 MBPS EACH 1:1 BANDWIDTH WITH 16 PUBLIC IP FROM DIFFERENT ISP'S WITH SEPRATE ROUTES AT MDU, ROHTAK

Dear Sir,

With reference to your **Tender Notice dated**, I/We have carefully examined the tender document and fully understand its requirements. Accordingly, I/We hereby submit our bid for the **PROCUREMENT OF TWO LINES OF ADDITIONAL/ALTERNATE 500 MBPS EACH 1:1 BANDWIDTH WITH 16 PUBLIC IP FROM DIFFERENT ISP'S WITH SEPRATE ROUTES AT MDU, ROHTAK**

- Our bid is unconditional for the said tender and remains valid for a period of not less than 180 days from the date of submission.
- 2. We acknowledge that the University will rely on the information provided in our tender documents for qualification and evaluation purposes. We certify that all information provided in our bid and annexures is true and correct, and that no material fact has been misrepresented, omitted, or withheld which may render such information misleading. Furthermore, all documents submitted are true copies of their respective originals.
- 3. This declaration is made for the **express purpose** of participating in the tender process for the above-mentioned procurement.
- 4. We undertake to provide any **additional information** required by the University to supplement or verify the details provided in our bid.
- 5. We acknowledge the right of the University to reject our bid without assigning any reason and hereby waive, to the fullest extent permitted by applicable law, our right to challenge such rejection on any grounds.
- 6. We declare that:
 - a) We have examined the tender document and have **no reservations** or objections. b) We have **not** engaged, directly or indirectly, in any **corrupt, fraudulent, coercive, undesirable, or restrictive practices** in relation to any tender, contract, or agreement with the University, any public sector enterprise, or any government agency.
- 7. We understand that the **University reserves the right to cancel the bidding process** at any stage without incurring any liability. We also acknowledge that the University is **not obligated to invite**

- bidders to participate further or to accept any bid submitted.
- 8. We understand that the **University may adopt any evaluation method** or seek assistance from consultants in selecting the successful bidder, and we agree to abide by the University's decision in this regard.
- 9. We certify that we have **not been convicted** by any court of law, nor have any adverse regulatory orders been passed against us that would affect our ability to execute the required services.
- 10. We further certify that we have **not been debarred or blacklisted** by any **Central/State Government department, University, PSU, or other public/private entity**. If we have been blacklisted at any time, full details have been disclosed in our submission. We acknowledge that any **concealment of such information** may lead to **cancellation of our bid** and may invite **legal action**.
- 11. We affirm that we are in **compliance with all applicable statutory and regulatory requirements** and shall continue to comply during the contract period.
- 12. We hereby **irrevocably waive any right to challenge or question** any decision taken by the University regarding the selection of bidders, the tender process, or the terms of contract implementation.
- 13. We agree to abide by all the terms and conditions set forth in the tender document.
- 14. We undertake to be **fully responsible** for all obligations of the bidder under the agreement. In witness whereof, we submit this application under and in accordance with the terms of the tender document.

Yours faithfully,

Authorized Signatory

(Name & Designation)
(Firm Name)
(Contact Details)

(Seal & Signature)

CHECKLIST FOR DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNICAL BID

- 1. Name & address with Contact Number of the firm and name of authorized signatory
- 2. Copy of PAN Card and GST No.
- 3. Copy of latest Income Tax Return (last Three years)
- 4. The bidder should submit proof of having an average turnover of Rs 8 lacs or above during the last three years. Proof to be duly certified by a registered Chartered Accountant is required.
- 5. Registration No. of the Firm
- 6. Details of the Government Offices/Departments/Organizations /Universities /Boards/P SUs/MNCs etc. Similar Projects for at least Three years. Copies of work orders they have given in any/all the Government.
- 7. Ministries/Departments/Organizations/Universities/Board s/PSUs/MNCs etc. may be enclosed
- 8. Affidavit on non-judicial stamp paper duly attested by Notary / 1st Class Magistrate to the effect that they have not been debarred/blacklisted by any State Government / Central Government / PSU Department in India / Public or Private Institute / Organization as per Annexed-II.
- 9. Scan Copies of the above-required documents mentioned at Sr. No. 1 to 7 must be enclosed with the tender documents.

NOTE

- 1. In case of any queries on technical specifications, please refer the specifications mentioned in "Annexure A" only.
- 2. Delivery to be made at:

UNIVERSITY COMPUTER CENTRE

MD University

Rohtak-124 001

Haryana, India

- 3. VAT will be at concessional rates, as applicable to non-profit, own-use institutions.
- 4. The decision to accept the Bids will lie with the competent authority of the University, which does not bind itself to accept the lowest Bid and reserves the right to reject or accept any or all bids received without assigning any reason.
- 5. The Bids are liable to be rejected if any of the above conditions are not fulfilled or if EMD and Processing Charge do not accompany the bid.
- 6. The quantity may increase, decrease, or obsoleted without any notice.
- 7. The University reserves the right to split the order among more than one Tenderer.
- 8. The Financial Bid of the Tenderers who qualify in the Technical Bid shall be opened in the presence of the authorized designated representatives and Tenderers who wish to be present there. The date of the Financial Bid opening will be informed to the shortlisted bidders subsequently.
- 9. The University will be at liberty to involve any expert or consultant in evaluating the bid for completing the entire bid process.

SUBMISSION OF TENDER

SEALING AND MARKING OF TENDER:

- The TENDER must be complete in all aspects and should contain requisite certificates, informative literature, etc.
- 2. The Tender Document can be downloaded from the MD University Rohtak website (mdu.ac.in).
- **3.** This is a two-part bid consisting of a Technical Bid and a Financial bid
- **4.** The bid shall include:
 - a. Forwarding letter by the Tenderer
 - b. All required documents
 - c. Tender processing charges (non-refundable)
 - d. Interest-free EMD (Earnest Money Deposit) to be deposited online on e-tender portal
 - e. Technical Bid
- f. Financial Bid
- 5. TENDER should be addressed to: -

UNIVERSITY COMPUTER CENTRE

MD University Rohtak-124 001 Haryana, India

EXPENSES OF AGREEMENT:

All the expenses on the execution of the Agreement (if any) including the cost of a stamp or any other kind of expenditure incurred in the process of TENDER submission till final compliance shall be borne by the Tenderer.

DEADLINE FOR SUBMISSION OF BIDS:

TENDER must be received by the MD University Rohtak at the date, time and address specified in the TENDER notice/TENDER documents.

LATE BIDS:

Any TENDER received after the deadline specified for submission of TENDER shall be rejected without any further correspondence to the Tenderer.

TENDER OPENING

OPENING OF FINANCIAL BID:

Financial Bid (Tenders) of the Tenderers who qualify in the Technical Bid shall be opened in the presence of designated Authority and Tenderers who wish to be present there. The date of financial bid opening will be informed to the shortlisted bidders subsequently.

CLARIFICATION OF TENDER:

To assist in the examination, evaluation and comparison of Tender, University may at its discretion ask the Tenderers for a clarification on the Tender which is submitted by him. The request for clarification and the response shall be in writing.

EVALUATION OF TENDER:

The university will be at liberty to involve any expert or consultant and use appropriate metrics and weightages in evaluating the bid for completing the entire bid process.

AWARD OF PURCHASE ORDER

Successful Tenderer shall be awarded the Purchase Order. If after accepting the Purchase Order, the agency fails to supply the items, EMD will be forfeited and the agency will be blacklisted, in addition to recourse to other penal measures. No grievance will be entertained in this regard.

- 6.1 University reserves the right to negotiate with eligible tenderers before finalization of the Tender and/or contract.
- 6.2 University reserves the right at the time of award of Purchase Order to increase or decrease even obsolete the number of items without any change in terms and conditions.
- 6.3 The bidders must quote rates and other terms and conditions for all the equipment/items, failing which tender will be rejected. Total cost of the bid will be one of the important deciding factor while deciding the bid in favor or against any bidder.

NOTIFICATION OF AWARD

Prior to the expiration of the period of Tender validity, the University will inform the Tenderer appropriately that the Bid has been accepted and the Purchase Order has been awarded.

(Signature of Tenderer)

Official seal

BIDDER'S ELIGIBILITY CONDITIONS:

	BIDDER'S ELIGIBILITY CONDITIONS:
1-	The bidder should submit proof of having an average turnover of Rs 8.00 Lacs or above for the last three years relating to IT Requirements in the Same Category of Services; proof to be duly certified by a registered Chartered Account is required.
2-	The bidder should have prior experience relating to relating to in Same Category of Services. For a minimum period of two years as of the date in the State Government affiliating Universities / Board / Institutions / PSUs, etc., proof is to be enclosed.
3-	The bidder must submit an Affidavit on non-judicial stamp paper duly attested by 1 st Class Magistrate / Notary to the effect that they have not been debarred/blacklisted by any State Government / Central Government / PSU Department in India / Public or Private Institute / Organization as Annexed-II.
4-	The bidder is required to produce a satisfactory certificate from at least one institution relating to similar projects provided/provided that have been mentioned by the bidder for eligibility.
5-	 The individual signing the Tender or other document in connection with the Tender must certify so as to whether he/she has signed as:- a. A "Sole Proprietor" of the firm or constituted attorney of such proprietor. b. A Partner of the firm, if it is a partnership, must have the authority to refer to arbitration disputes concerning the business partnership either by the partnership agreement or a power of attorney. The alternative is that all the partners should sign the tender. c. Authorized Signatory of Pub. Ltd. Corp. or Pvt. Ltd. Co.
6-	Self attested copies of the last three year ITRs be attached with the tender documents.
7-	A Copy of PAN and GST Number be attached.
8-	Earnest Money (EMD), Tender Fee & e-service Fee through online mode are acceptable only, and any other mode is not acceptable.

SCOPE OF WORK

- a. The agency has to provide 500 Mbps (1:1 dedicated, unshared & uncompressed) Internet Connectivity Leased Line over Fiber / RF at MDU Data Center on a rental basis. This includes the complete link's Installation, Commissioning, Testing, Maintenance, and Upkeep. The connectivity must be through a dedicated and symmetric Internet service ensuring uncontended bandwidth. The vendor shall provide the necessary hardware, routers, and CPE devices required for a fully functional leased line connection.
- b. Service provider must allocate 16 IPv4 addresses (public IPs) with IPv6 dual-stack support from day one.
- c. The ISP must ensure the connectivity is directly peered with major content providers (e.g., Google, Microsoft, Akamai, NIXI, etc.) to optimize bandwidth utilization and improve performance.
- d. The Internet link should have a 99.5% uptime guarantee per month, with latency ≤8 ms for domestic or international traffic to Global DNS like 8.8.8.8
- e. The ISP shall provide DDoS protection and real-time traffic monitoring tools to safeguard the university network.
- f. The ISP shall offer 24x7 support and a dedicated escalation matrix for resolving issues, with a response time of ≤2 hours for critical issues.

PRE-QUALIFICATION CRITERIA: MANDATORY (VENDORS NOT MEETING THE CRITERIA WILL NOT BE CONSIDERED)

- a) The vendor should have a valid ISP/ Unified Access Service License (UASL) license of
- b) The vendor should be financially sound, having a minimum annual turnover of Rs. 8 Lacs in each of the last Three years/ having a total turnover of Rs. 24.00 Lacs or above in the last three years. The proof of turnover should be submitted along with a technical bid in the form of a statutory audited statement from a certified Chartered Accountant. Note: An audited report or Certificate by a CA firm will be sufficient for the annual turnover.
- c) The bidder must have a Class A VNO ISP or A Class Unified license or a UL Class A or Class B License from the **Department of Telecommunications (DoT), Government of India**.
- a) The ISP must comply with **TRAI regulations** and security guidelines.
- b) ISP should have access to the international gateway in India to provide Internet bandwidth (Proof to be provided with technical bid).
- c) The network shall support IPv4 and IPv6 dual stack from Day 1 (Proof to be provided with Technical Bid).
- d) The ISP should have a fully functional **Customer Service Centre**, which is operational 365 X 7 X 24 hours. (Attach Certificate /Undertaking)
- e) The Vendor should have its own access network or peering for providing last-mile connectivity (local loop) (Attach Certificate /Undertaking).
- f) Vendor must not be blacklisted from any Central/ State government department/ organization/ Public Sector Units. A latest affidavit/ undertaking to this effect, signed by an authorized signatory, has to be submitted.
- g) Vendor should submit valid documentary proof of GSTIN Number as applicable and the details of income tax registration (PAN).
- h) All the documents submitted by the vendors should be duly signed and sealed.

OTHER CONDITIONS: -

a) The vendor would ensure that the local loop provisioning does not violate regulations as laid by the Government of India/TRAI regarding such links/networks. The vendor will be responsible for making all the payments toward the local loop charges/rentals/WPC charges, etc.

- b) The Vendor should have PoP-level redundancy in major locations to ensure high availability. (Self-declaration to be submitted)
- c) The Vendor shall have a Core Network built on a Multi-tiered Hierarchy
- d) The financial bid will be considered only when it qualifies technically
- e) The MDU reserves the right to carry out the vendor's capability assessment, and the decision of the MDU shall be final in this regard.
- f) Quoting firms must put page numbers on every bid page. It is also required that page nos. of the documents attached be mentioned against each item of the main bid.
- g) PERIOD OF INTERNET CONNECTIVITY SERVICE CONTRACT:- The Internet Connectivity contract shall be initially for a period of three years and can be extended further up to five years on mutual consent.
- h) Vendors not complying with the above conditions or not providing complete information as described shall not be considered and, hence out, rightly rejected.
- i) MDU reserves the right to verify/ seek confirmation of all original documentary evidence submitted by vendors in support of the above-mentioned specification for eligibility criteria. If any information furnished by the vendor is found to be false/incorrect at any stage, the bid shall be summarily rejected, and no correspondence on the same shall be entertained.
- j) The MDU reserves the right to reject any bid without assigning any reason.
- k) The leased line must be operational 24x7. If, for any reason except force majeure, the services remain disruptive for more than 4 hours, a penalty of ten times the proportional rental rate is deducted from the quarterly bill.

TERMS AND CONDITIONS

GENERAL TERMS

- 1. Tender Submission: Sealed quotations/tenders are invited for the PROCUREMENT OF TWO LINES OF ADDITIONAL/ALTERNATE 500 MBPS EACH 1:1 BANDWIDTH WITH 16 PUBLIC IP FROM DIFFERENT ISP'S WITH SEPRATE ROUTES AT MDU, ROHTAK (as per Annexure: A).
- Two-Bid System: Interested firms must submit their proposals/rates through a two-sealed bid system, i.e., Technical Bid & Financial Bid. The financial bid will be considered only if the vendor qualifies technically.
- 3. Earnest Money Deposit (EMD) & Performance Guarantee:
 - o Every e-tender must be accompanied by an EMD of 2% of the tender amount.
 - The successful bidder shall submit a performance guarantee of 5% of the total contract value, refundable upon successful contract completion, subject to any adjustments for dues.

TECHNICAL & FINANCIAL TERMS

4. Rates and Charges:

- o Charges not mentioned in the tender shall **not** be paid.
- The rates quoted should be **NET (exclusive of taxes)**.
- No advance payment will be made; quarterly payments will be processed on a pro-rata basis based on satisfactory service delivery.

5. Quantity Variation:

• The University reserves the right to **increase or decrease** the quantity as per requirement at the beginning of each quarter.

6. Contract Period:

• The Internet Connectivity service contract shall be for an **initial period of three (3) years** and may be extended up to **five (5) years** based on mutual consent and performance evaluation.

VENDOR COMPLIANCE & ELIGIBILITY

7. Mandatory Compliance:

- The vendor must ensure that the local loop provisioning complies with the Government of India/TRAI regulations.
- The vendor shall provide proof of compliance with **IPv4 and IPv6 dual-stack support** from day one.
- The vendor must have a Class A VNO ISP or a Class A Unified License from the Department of Telecommunications (DoT), Government of India.

8. Blacklisting Clause:

 The vendor must certify that they have not been debarred/blacklisted by any Central/State Government department, university, PSU, or board. Any concealment of facts will lead to contract cancellation and potential legal action.

OPERATIONAL TERMS

9. Service Availability & Penalty Clause:

- The leased line must remain operational 24x7.
- If service disruption exceeds 4 hours (excluding force majeure), a penalty equivalent to ten times the proportional rental rate will be deducted from the quarterly bill.

10. Service Level Agreement (SLA) Requirements:

- The ISP must provide **99.5% uptime per month** with a latency of ≤**8 ms** for domestic/international traffic to global DNS (e.g., 8.8.8.8).
- The ISP must ensure DDoS protection and real-time traffic monitoring tools for network security.

11. Support & Maintenance:

- The vendor shall offer 24x7 support with a dedicated escalation matrix for issue resolution.
- Response time for critical issues must be ≤2 hours.

12. Redundancy & Peering Requirements:

- The vendor should ensure PoP-level redundancy at major locations for high availability.
- The network must be built on a **multi-tiered core hierarchy** with peering to major content providers (Google, Microsoft, Akamai, NIXI, etc.) to optimize bandwidth utilization.

CONTRACTUAL OBLIGATIONS

13. Ownership & Maintenance:

- Upon contract award, the contractor must take over all provided equipment in **working condition** and maintain it throughout the contract period.
- Any loss or damage caused due to negligence shall be the vendor's responsibility, and compensation may be levied accordingly.

14. Vendor's Responsibility:

- The vendor must **comply with TRAI regulations** and ensure the last-mile connectivity does not violate government regulations.
- All expenses related to local loop charges, rentals, WPC charges, etc., shall be borne by the vendor.

15. Termination & Backing Out Clause:

- If the vendor backs out **mid-term** without explicit consent from MDU Rohtak, the university reserves the right to recover costs incurred at **higher rates** for alternative arrangements.
- This **automatic termination** will result in the forfeiture of the **EMD and performance guarantee**, and the vendor will be **barred from future dealings** with MDU Rohtak.

16. Right to Accept/Reject:

- The University reserves the right to accept or reject any or all tenders without assigning any reason.
- The University also reserves the right to split the order among multiple vendors if deemed necessary.

LEGAL & ARBITRATION CLAUSE

17. Indemnity:

- The vendor shall indemnify MDU Rohtak against all legal claims, penalties, levies, or disputes arising due to service non-compliance.
- The University shall **not be liable for any claims** made by vendor employees.

18. Dispute Resolution:

- Any dispute arising from this agreement shall be settled through mutual consultation.
- If no resolution is reached, the dispute will be governed by the **Arbitration and Conciliation Act, 1996**, and the jurisdiction shall be **Rohtak, India**.

Annexure - I

BOQ

Sr.no	Name of Item	Qty
1	500 Mbps (1:1 dedicated, unshared & uncompressed) Internet Connectivity Leased Line over Fiber with 16 Public IP's	1

TECHNICAL ENVELOPE

List of Technical Documents:

Sr. No.	Description	Suppliers Response (Yes/No)	Page no	Remarks
1.	Name & Address of the Firm along with Contact Number and Name of the Authorized Signatory.		_	
2.	Copy of PAN Card and GST Registration Certificate.			
3.	Copy of the Latest Income Tax Returns for the Last Three (3) Financial Years.			
4.	Proof of Financial Turnover: Bidder must submit proof of having an average annual turnover of ₹8 Lakhs or above during the last three (3) financial years, duly certified by a registered Chartered Accountant.			
5.	Firm Registration Number (if applicable).			
6.	Details of Similar Projects Executed in the Last Three (3) Years in Government Offices, Departments, Organizations, Universities, Boards, PSUs, or MNCs. Copies of relevant work orders must be enclosed.			
7.	Affidavit on Non-Judicial Stamp Paper, duly attested by a Notary Public or 1st Class Magistrate, stating that the firm has not been debarred/blacklisted by any State Government, Central Government, PSU, Public or Private Institute/Organization (as per Annexure-II).			
8.	Scanned copies of all the above-mentioned documents (Sr. No. 1 to 7) must be enclosed with the tender documents.			

NOTE:

All the Technical Documents should be uploaded on the e-tender portal. The non-submission/poor management of documents may lead to disqualification as well.

FINANCIAL ENVELOPE

Si	r. No	Name of Item	Qty	PartCode	HSN Cde	Unit Rate without GST	Unit Rate with GST	Total Rate (Qty X Unit Rate with 3 Year Warranty with Taxes)
	1	500 Mbps (1:1 dedicated, unshared & uncompressed) Internet Connectivity Leased Line over Fiber with 16 Public IP's	1					

All the Financial Documents should be uploaded on the e-tender portal. The non-submission/poor management of documents may lead to disqualification.