



YASHWANTRAO CHAVAN MAHARASHTRA OPEN UNIVERSITY

Dnyangangotry, Near Gangapur Dam, Nashik 422 222 (Maharashtra, India)

Telephones : (253) 2230024, 2230227, 2233698, 2234459, 2234716-18

Visit us on Internet <http://www.ycmou.digitaluniversity.ac>, & ycmou.ac.in

To,

Enquiry No. : 923

Date : 15.07.2024

Subject : Quotation for “Internet Leased Bandwidth (TATA)”

Dear Sir,

The University invites offers /bids from Authorised Class “A” ISP for subscribing / hiring of services of 100 Mbps (1:1) Leased Line Internet Connection for its office location at YCMOU, Campus, Nashik.

1. The bidder shall submit the quotation on their letterhead. (As per Annexure III)
2. The bidder shall submit their commercial offer in sealed envelope. Subscribing the name of the bidder and address on the envelope. Such sealed envelope is to be submitted to “Associate Consultant, Purchase Section, Yashwantrao Chavan Maharashtra Open University, Nashik , Dnyangangotry, Near Gangapur Dam, Nashik 422 222”. Please mention Quotation for “Internet Leased Bandwidth (TATA)” On sealed envelope
3. **Rates :** Bidder should offer the confirmed lowest rates in their offer. University does not enter into commercial negotiation after competitive bid have been received. The accepted rate of the supplier shall be fixed and shall not vary during the period from One year from the date of Purchase order.
4. **Period :** Period will be 12 Months (can be extended depending upon performance)
5. **Place of Installation :** The bidder must install Internet leased line at Computer Centre , Y.C.M.O.U Campus Nashik .
6. It is explicitly noted that the Open , Fax, Telegraphic or E-mail quotation will be summarily rejected and will not be considered as well as processed.
7. **Terms and Conditions :** Attached separately
8. The final date for receiving quotation at the office of Associate Consultant, Purchase Section, Yashwantrao Chavan Maharashtra Open University, Nashik, Dnyangangotry, Near Gangapur Dam, Nashik 422 222” is **24.07.2024**.
9. The University reserves the rights to change the quantities, to Accept and to reject one or all received quotations.


Associate Consultant
Purchase Section

Terms and Conditions

A. Introduction :

Yashwantrao Chavan Maharashtra Open University, Nashik has a plan to install 100 Mbps dedicated symmetric Internet connectivity Leased Line (OFC) / RF Link anyone as per availability. (1:1 uncompressed and unshared) to be installed at Yashwantrao Chavan Maharashtra Open University, Nashik Campus with last mile on a fault tolerant fiber ring.

B. Scope of Work & Engagement Period :

- a. To provide 100 Mbps Internet leased line symmetric connectivity on uncompressed, unshared leased line (OFC) / RF Link any one as per availability (1:1) at YCMOU, Nashik with last mile on a fault tolerant fiber ring. This includes installation, commissioning, testing & upkeep of the complete link for **one years** and can be extended on same terms and conditions. The engagement period may be extended one year at a time, on the basis of need and satisfactory performance. The connectivity will be through dedicated Internet service. The minimum guaranteed band width to be taken from the successful Bidder is 100 Mbps.
- b. The connectivity provided to YCMOU, should be dedicated to YCMOU only.
- c. Traffic should be routed to secondary International Gateway once the primary fails.
- d. The network redundancy has to be built to protect the traffic from cable cuts.
- e. The data exchange between YCMOU and ISP premises shall be over a dedicated high-speed link.

Installation requirements:

- a. The installation of the Connectivity shall be carried out YCMOU, Nashik Campus.
- b. Any statutory requirement for installation and working of all equipment of the ordered Fiber Connectivity / RF Link shall be responsibility of the bidder.
- c. Permission from various authorities may be the sole responsibility of the bidder.

C. Maintenance and Support :

- a. The vendors shall furnish the details of their local centers to support and shall deploy only trained service personnel to resolve the issues which may arise. Maximum time to repair (resolve & recover) reported break down should be **6-8 hours**. Time for this purpose shall be measured as interval between the time of reporting the problem and the time when the problem is fully solved making the faulty components/functions fully operational.
- b. Maintenance support service (24 hours and 7 days a week) for Bandwidth and equipment.(On Site Support)

D. Uptime Guarantee :

Vendor shall have to guarantee continuous uninterrupted internet line availability along with all the equipment supplied by them and should achieve minimum 98 % uptime across 24 X 7 calculated on monthly basis.

E. Pre-Qualification Criteria (Eligibility Requirements)

MANDATORY – Supplier/Service Provider not meet these criteria will not be considered.

Attach all

1. The Bidder should be a company registered under the companies Act, 1956/2013 and should have been in the Business for more than 5 Years having valid class-“A” ISP License
2. Bidder must be Category “A” ISP . The Bidder (Internet Service provider) must have a valid class “A” category license from Dot, M/o CIT, Government of India. Copy of document showing ISP License No. (with date) along with a copy of the Licence Agreement for the provision of Internet Service issued by Government of India / TRAI/DOT to be enclosed.
3. The bidder should not be under liquidation, court receivership or similar proceedings should not be bankrupt. Bidder attached undertaking to this effect with bid.
4. The bidders should have Direct / toll free number to register complaints round the clock (24x7), Maintenance support service (24 hours and 7 days a week) (Attach Certificate)
5. The bidder must provide documentary evidence of experience in provisioning of similar services during the last three years. During this period, the bidder should have provisioned or be running

- similar services (100 Mbps or higher ILL) for at least two clients (provide information as per Annexure I).
6. Average Annual turnover of the bidder for last 3 financial years should be minimum Rs. 45 Lakh. (2021-22, 2022-23, 2023-24) as per Annexure II.
 7. Should be registered with TRAI for providing Internet Bandwidth service.
 8. The ISP should have its own international Gateway. DoT license / certificate for the same to be provided.
 9. The Bidder should have online tools to monitor the link performance.
 10. ISP should have a Class A ISP license at least since last 10 years & License validity should be minimum 5 years from the date of RFP
 11. Bidder should have a Unified License (All Services) with validity of at least 5 Years
 12. Service Provider should be a member of National Internet Exchange of India (NIXI). A copy of NIXI agreement to be attached.
 13. ISP should have average annual turnover of Rs. 500 Crores in last 3 years – Audited Annual report duly certified by CA. (2021-22, 2022-23, 2023-24) as per Annexure II
 14. ISP shall provide 24x7 support for all links for maintaining and integrating the network. – Escalation Matrix to be provided.
 15. ISP should have ISO Certificate 9001, 27001 & 22301 – Valid ISO certificates to be attached

F. Specific Conditions

1. A list of existing local enterprise customers of Internet Bandwidth (100 Mbps or more) should be provided along with feedback.
2. The bidder would ensure that the local loop provisioning does not violate regulations as laid by Government of India/TRAI in respect of such links/networks. Bidder will be responsible for making all the payments towards the local loop Charges/rentals charges etc.
3. Liaisoning (if required) with other firm/agency for obtaining point to point connectivity between ISP node and YCMOU shall be the responsibility of quoting firm.
4. YCMOU reserves the right to carry out client service feedback and/or capability assessment of the bidder and the decision of YCMOU shall be final in this regard.
A negative assessment may lead to discarding of bids from consideration in this quotations.
5. The initial engagement shall be for a period of one year and subject to renewal on satisfactory service. The service shall be automatically deemed to be discontinued after the initial engagement period of one year unless explicitly extended by the University through official communication.

G. Schedule of Payment

- a. Payments will be made on quarterly basis against the consolidated Bill raised after the completion of each quarter subject to satisfactory performance as per committed SLA and certificate from the respective competent authority of the University.
- b. 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.
- c. In case there is price reduction in service components during the contract period then the vendor (ISP) will pass on all such benefits to YCMOU without claiming by the YCMOU.

H. Responsibilities of ISP

The ISP would be responsible for the following:

- a. To provide 100 Mbps Internet connectivity (Leased Line) at YCMOU, Nashik on yearly rental basis with last mile on a fault tolerant fiber ring.
- b. Maintenance support service (24 hours and 7 days a week) for Bandwidth and equipment.
- c. ISP or authorised person from ISP will be required to sign Service Level Agreement.
- d. Either party may terminate the contract after giving three month notice.
- e. If services are not found satisfactory, YCMOU reserves the right to terminate the services with one month notice.

I. Installation & Commissioning

- a. The successful bidder should take all care to complete the awarded work within four weeks from the date of issuance of purchase order.

b. **Delivery Period, Installation & Acceptance of Link**

The delivery period of the said tasks / services should be 1 month from the date of receiving of Purchase Order..

The services shall be deemed to commence on the actual date of link activation for internet traffic. Acceptance of link shall be communicated upon monitoring for at least five days post link activation.

J. Sub-contracting or sub-letting:

The bidder is prohibited from sub-contracting or sub-letting of the work to any other agency for providing internet leased line services to YCMOU.

K. Service Level Agreement

This SLA describes the Service levels applicable. Non-achievement of a Service level may attract penalties, as set out in this SLA. The bidder shall sign SLA with YCMOU incorporating following parameters.

- a. Working days : Seven days a week [Monday to Sunday]
- b. 100 Mbps Internet bandwidth at all the time.
- c. Service Availability : $\geq 98\%$
- d. Average Network Packet Loss : $\leq 1.0\%$
- e. Average Network Latency :
 - a. Less than 250 millisecond from YCMOU to submarine cable teleport in USA / Europe / Asia Pacific during peak traffic hours
 - b. Less than $< 80\%$ (50 millisecond) from YCMOU to first hop of the service Provider
- f. A Pool of at least 6 Static IPs.
- g. The quarterly average mean time to repair (a) for total disruption in service shall be 6-8 hours; and (b) for any other complaint/query shall be 24 hours.
- h. Reports for performance, monitoring / usage to be submitted by the ISP on weekly or monthly basis or as per requirement of YCMOU.
- i. The bidder will provide the facilities to measure the above parameters at the YCMOU Campus in Nashik. The facility of measurement / monitoring of above parameters or graphical display will be provided by the bidder.
- j. if services are not found satisfactory, YCMOU reserves the right to cancel the contract.
- k. Maintenance Support Service (24 hours and 7 Days) for Bandwidth.
- l. National Backbone should be on the same ISP.

L. Other Terms & Conditions

a. Rules & Regulations

The bidder is bound to observe all the laws, rules, regulations, policies, procedures and guidelines of the Government of India as in force from time to time. Bidder would ensure that the local loop provisioning does not violate regulations as laid by Government of India/ TRAI in respect of such links/networks. Service Provider will be responsible for making all the payments towards the local loop charges/rentals, etc.

b. Payment Schedule

The payment will be made on post quarterly basis. No advance payment shall ordinarily be made. One time charges will be paid fully along with the first quarterly recurring payment.

c. Performance Security

After the award of work, the supplier shall be required to submit the performance security in the form of DD/Banker's cheque/bank guarantee issued by any Nationalized Bank/or Fixed Deposit Receipt, for an amount equal to 3% of order value, should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

d. Delay in the Bidder's performance

If the supplier fails to deliver any or all of the goods or complete the installation within the period specified in the purchase order, YCMOU shall without prejudice to its other remedies, deduct as liquidated damage 0.5% of the price of the delayed goods/services for every week or part thereof subject to a maximum of 10% of the order value. The amount towards Liquidated Damage would be recovered while making the initial payment itself.

Undue delay by the Bidder in the performance of its contract obligations shall also render the Bidder liable to any or all of the following sanctions:

- (i) Forfeiture of its security deposit.
- (ii) Termination of the Contract for default.

e. **Uptime & Downtime Metrics:** The ISP has to ensure minimum 98% uptime per month for the connectivity.

a. The Actual Uptime on fiber Link / RF Link to be calculated in respective month and will be measured against total uptime hours 98%. If the downtime exceeds the total uptime hours following service credits will be due to YCMOU:

- i. Actual Uptime $\geq 98\%$ No Credit
- ii. Actual Uptime $< 98\%$ and $\geq 97\%$ 2 days equivalent service credit
- iii. Actual Uptime $< 97\%$ and $\geq 95\%$ 7 days equivalent service credit
- iv. Actual Uptime $< 95\%$ and $\geq 90\%$ 15 days equivalent service credit

b. Calculation of Actual Uptime % = (Actual Uptime Hours/ Total Uptime hours) x 100

Definition :

Total Uptime hours = No. of Days in Months x 24

Actual Uptime Hours = Total Uptime hours – Downtime in hours in a month

Example:

In the Month of May total days is 31 and total down time in the same month in hours was 7 hours. In such case the Actual Uptime can be calculated as follows:

Total Uptime hours = 31 X 24 = 744

Actual Uptime Hours = 744 – 7 = 737

Actual Uptime % = (737/744) X 100 = 99 %

c. If the Actual Uptime is less than 90 % then penalty will be charged @ Rs 1000/- per day to the Vendor.

d. However, If the 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 two weeks after which the security deposit will be invoked and the YCMOU will have right to cancel the order and go for any other ISP.

M. Security Deposit :

After acceptance of Quotations, the Successful Supplier shall be paid Rs. 15000/- (Rs. Fifteen Thousand only) as a Security Deposit. The amount of Security Deposit will be retained by the university till the expiry of the Contract Period. No interest shall be payable on this deposit.

The amount deducted as a Security Deposit shall be forfeited in case successful supplier refuses to accept the work after allotment or successful supplier fails to start & complete work in scheduled time which is fixed by concerned authority.

The Security Deposit shall be discharged (forfeited) as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event as the Purchaser thinks fit and proper.

N. YCMOU reserves the right:

To verify, modify, revise, amend or change any of the terms and conditions mentioned above or to reject any or all the quotation/s without assigning any reason whatsoever thereof or may terminate the quotation process midway without assigning any reason.

Annexure I

Experience

Sr. No.	Customer * (Name, Address, Contact person, Tel No. and/or Mobile No.)	Calendar Month & Year of Work Order (MMM, YYYY)	Description of Work carried out.	Value of Order (INR)

Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared) provisioned or running for at least two clients in the above format with necessary supporting documents. (Minimum 100 Mbps or More)

Signature (Name and Designation)

Date :

Official Stamp

Annexure II

Annual Turnover

ANNUAL TURNOVER STATEMENT FOR THREE YEARS (Bidders and ISP)

The **Annual** Turnover of M/s _____ for the past three years are given below and certified that the statement is true and correct.

Sr. No.	Year	Turnover
1	2021-22	
2	2022-23	
3	2023-24	

Date:

Seal

Signature of Auditor/Chartered Accountant Name (in capital letters)

Technical specifications

Sr. No.	Item name	Technical Specification for Internet Leased Line Connection	Compliance
1.	Type of Connectivity	The Internet connectivity leased line should have fully dedicated (1:1), unshared & High Quality 100 Mbps symmetric bandwidth without any compression factor on a ring of Optical Fiber cable/ RF Link anyone as per availability. (Ring Type)	
2.	Capacity	Internet Leased Line : I. 100 Mbps	
3.	Fiber / RF Link Connectivity	The connectivity from the POPs of service providers to YCMOU, Nashik , Premises shall be through Optical Fiber Media / RF Link (Ring Type).	
4.	Wireline / Wireless (To be Mentioned)	Fiber / RF Link (Please mentioned)	
5.	Uptime	98%	
6.	Bandwidth Guarantee	99%	
7.	Packet Loss	<=1.0%	
8.	Latency	Less than 250 millisecond from YCMOU to submarine cable teleport in USA / Europe / Asia Pacific during peak traffic hours.	
9.	Latency	Less than 80% (50 millisecond) from YCMOU to first hop of the service Provider.	
10.	Public IP Pool	At least 6 Static IPs.	

Annexure III

(Rates should be quoted on your letterhead)

Sr. No.	Item name	Technical Specification for Internet Leased Line Connection	Rate In Rs.
A. 1.	Type of Connectivity	The Internet connectivity leased line should have fully dedicated (1:1), unshared & High Quality 100 Mbps symmetric bandwidth without any compression factor on a ring of Optical Fiber cable / RF Link anyone as per availability. (Ring Type)	
2.	Capacity	Internet Leased Line : 100 Mbps Annually Recurring Charges	
3.	Fiber / RF Link Connectivity	The connectivity from the POPs of service providers to YCMOU, Nashik , Premises shall be through Optical Fiber Media/ RF Link (Ring Type).	
4.	Wireline / Wireless (To be Mentioned)	Fiber / RF Link (Please mentioned)	
5.	Uptime	98%	
6.	Bandwidth Guarantee	99%	
7.	Packet Loss	<=1.0%	
8.	Latency	Less than 250 millisecond from YCMOU to submarine cable teleport in USA / Europe / Asia Pacific during peak traffic hours.	
9.	Latency	Less than <80% (50 millisecond) from YCMOU to first hop of the service Provider.	
10.	Public IP Pool	At least 6 Static IPs.	
B.	One Time Installation and Commissioning Charges		
	Total		

Signature (Name and Designation)

Date :

Official Stamp