

**Single Tender Enquiry**

**Tender Document for Installation of High-Speed Internet Connectivity in  
University of Ladakh and its Constituent Colleges.**

**(Secured Wi-Fi Network Infrastructure Setup  
for the Two Campuses and Two Constituent Colleges of University of  
Ladakh)**

**Tender Inviting Authority: Registrar, University of Ladakh, Melongthang  
Leh Ladakh-194101**

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To, Assistant Director Telecom (EB)  
Bharat Sanchar Nigam Limited  
Circle office, BSNL Bhawan, Trikuta Nagar, Jammu 180012

### SECTION I - INVITATION FOR BIDS

Tender Ref. No: *Registration/UOL/Lch/IT-cell/51/2020*

Tender S. No: *02-UOL-2023*

Tenders are invited, in a single bid System (technical & Financial Bid) from BHARAT SANCHAR NIGAM LIMITED (BSNL) for supply installation, Commissioning and maintenance of High-Speed Internet Connectivity in University of Ladakh and its Constituent Colleges (Secured Wi-Fi Network Infrastructure Setup for the Two Campuses and Two Constituent Colleges of University of Ladakh). The tender documents can be downloaded from our website: [www.bsnl.in](http://www.bsnl.in). Particulars of the tender are as below:

#### **Time schedule:**

S. No.	Particulars	Date	Time
a.	Tender Publishing date	11/12/2023	10:00am
b.	Seek Clarification start date	12/12/2023	10:00am
c.	Seek Clarification end date	14/12/2023	11:00pm
d.	Bid Submission start date	14/12/2023	11:00am
e.	Bid submission closing date	15/12/2023	11:00am
f.	Technical/Price Bid opening date	16/12/2023	02:00am

#### **Brief details of the Tender:**

- supply installation, Commissioning and maintenance of for Installation of High-Speed Internet Connectivity in University of Ladakh and its Constituent Colleges (Secured Wi-Fi Network Infrastructure Setup for the Two Campuses and Two Constituent Colleges of University of Ladakh).
- Quantity: As per annexed specification document (No: UOL/LC-DC/proposal/2022-12 Date: 21/01/2023.)
- Specification:** As per annexed specification document (No: UOL/LC-DC/proposal/2022-12 Date: 21/01/2023.)

### **SECTION II INSTRUCTIONS TO BIDDERS (ITB)**

- The Bidder is expected to examine all instructions, forms, formats, terms and specifications annexed with the Bid Documents. Failure to furnish all information / documents/ certificates required by the Bid Documents will be at the Bidder's risk and it may result in rejection of its bid.

2. The bidder may seek clarification within the period specified in the bid document. The Purchaser will respond to such requests for clarification of the Bid Documents, which are received within the period specified in the Time Schedule of tender.
3. **Letter of Bid (LOB):** The Letter of Bid (LOB) as per the format given at Annexure-I, will be printed on Bidder's letter head (duly filled in, signed and stamped with the seal of the company) by a person competent and having the "Authority" to bind the bidder. Scanned copy of such a "Signed & Stamped with the Seal of the Company" LOB are to be submitted at.....
4. **Period of Validity of Bids:** The bids (Technical Bid and Price-Bid) shall remain valid for a period of 70 days from the day of opening of Technical Bid. Withdrawal of tender within the validity period is also not permitted. During the Tender evaluation process if the extension of the bid validity is required, the same shall be with mutual consent of buyer and seller.
5. **HSN Code -** Bidder to mandatorily quote HSN (Harmonized System Nomenclature) code Type & Rate of GST for the offered/tendered item(s) as per the format given at Annexure-III,
6. Along with other documents/ forms, the bidder should also submit data sheet of the product and other technical specifications of the offered product.
7. **Examination, Verification and Evaluation:** Supporting documents of the single bidder for the quoted items shall be placed before the technical committee for evaluation. During evaluation of the documents, shortfall/confirmatory documents, if required, will be sought from the single bidder. For this purpose, ONLY ONE chance shall be given. Purchaser will determine whether Technical Bid of the bidder is meeting to the requirements of the tender document on the basis of the original offer and subsequent clarifications/confirmation, if any.
8. **Placement of Contract:** After the procurement is finalized, scanned copy of the Purchase order / Rate Contract will be sent to the bidder/s through registered/speed post. On receipt of supply order, the successful tenderer shall submit his acceptance of supply order within 05 days from the date of order.

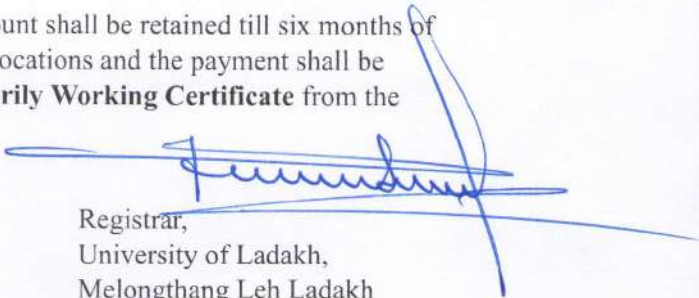
### SECTION III - GENERAL CONDITIONS OF CONTRACT (GCC)

1. The Equipment and Accessories shall be supplied in compliance to the specifications mentioned in the annexed specification document (No: UOL/LC-DC/proposal/2022-12 Date: 21/01/2023.)
2. Any other accessories/equipment not mentioned in this specification document but important as per the latest technology must be integrated/installed and the same shall be billed within the bid amount.
3. Any item/equipment mentioned under the Tentative Requisition of this specification document but remain unutilized after the commissioning of the project shall not be billed during the finale settlement of payment.
4. The bidder shall quote for equipment of only reputed brands in the market. The specifications of the equipment as mentioned in this specification document are the minimum requirements of the tender.

5. Proposed OEM of each Category must have their own 24x7 Customer support centre in operation since last five years. 24x7 Customer support centre must be manned by adequate number of Engineers for both network & Security (Self-certification from OEM must be given).
6. Proposed OEM should be Financially Profitable for past 5 years (Self declaration to be given by OEM).
7. Proposed OEM should have experience of minimum 10 projects in State Data Centre/ MoD Data Centre/ Govt of India DC (Project deployment/PO/Contract Proof/OEM Undertaking should be submitted).
8. The OEM of Active Component for any of the proposed technologies should not have filed for bankruptcy and should be profitable on public document for at least last 5 consecutive financial years (Self declaration to be given by OEM).
9. All the Networking products proposed should be supported by a "Malicious code free" Authorization Letter legally vetted by the OEM (Self declaration by OEM)
10. All Switching should be from single OEM.
11. Proposed OEM Switching should be IPv6 Logo certified.
12. Switch / Switch's Operating System should be tested and certified or in process of certification for EAL 2/NDPP or above under Common Criteria Certification.
13. Proposed switching OEM should preferentially be in Gartner or IDC leader quadrant for wired & Wireless Network and Data centre Networking for last 3 years.
14. The bidder should specify item wise compliance to the specifications mentioned in the specification document. In the case of CAT 6 UTP Cable & Components, OEM Should have manufacturing base in India. It should have direct presence/ Service Centre/ Warehouse in India.
15. All the Cat 6 products should meet the 4-connector CHANNEL performance of 100 Meters. All Passive products should comply with RoHS directives. All Copper UTP Components should be from the same OEM.
16. Bidder or it's OEM should have existing capability and infrastructure to provide technical support and the Bidder/OEM must have a Functional Service Centre in Ladakh. If service centre is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract.
17. Malicious Code Certificate: The seller should upload following certificate in the bid:
  - (a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to:
    - (i) Inhibit the desires and designed function of the equipment.
    - (ii) Cause physical damage to the user or equipment during the exploitation.
    - (iii) Tap information resident or transient in the equipment/network.
  - (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.
18. The bidders have to accept all the terms and conditions of this tender document and it is made known that the bidders quoting for this tender had impliedly accepted the terms and conditions of this tender.
19. **Notices:** Any notice given by one Party to the other pursuant to this Contract shall be sent to the other Party in writing. For the purpose of all notices, the following shall be

- the address of the Purchaser: Registrar, University of Ladakh, Melongthang Leh-194101, Email address: [uollehoffice@gmail.com](mailto:uollehoffice@gmail.com)
20. **Lowest Price Certificate:** (As per Annexure-II, Sample Forms) The Tenderer should submit a certificate confirming that the prices quoted in the Tender are the lowest and not higher than as applicable to another Govt. Deptts. / Undertakings including Private Organizations. The Supplier must submit a price certificate in all their invoices in the following format for all items, "It is certified that the prices, indicated in this invoice is not higher than the amount billed to other Govt. organizations / PSUs / Private Organizations during the contract period."
  21. **Price Fall Clause:** (As per Annexure-II, Sample Forms) The Bidder undertakes that it has not offered to supply / supplied / is not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in respect of any Organization/Ministry/ Department of the Govt, of India and / or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product / systems or sub systems was supplied by the bidder to any Organization / Ministry / Department of the Govt. of India or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded
  22. Disputes of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc., shall be referred by either party (University of Ladakh or the bidder) after issuance of 30 days' notice in writing to the other party clearly mentioning the nature of dispute and will be referred to the arbitrator to be nominated by Registrar, University of Ladakh, Leh Ladakh-India. The Venue for arbitration shall be, Leh Ladakh-India.
  23. Disputes, legal matters, court matters, if any, shall be subject to Courts in the district of Leh (Ladakh) Jurisdiction only.
  24. In case of any ambiguity / dispute in the interpretation of any of the clause in this tender document, interpretation of Registrar, University of Ladakh, Leh Ladakh shall be final and binding on all parties. The University of Ladakh reserves the right to accept the offer in full or in parts or reject the offer summarily or partly without assigning any reasons.
  25. Post installation inspection of the products (specification, brand, model and integration) to be done through a 3<sup>rd</sup> party- to be chosen by Registrar, University of Ladakh. Bid amount shall be inclusive with respect to any charge/payment, in this connection.
  26. A legal agreement shall be executed with the L-1 bidder before placing the contract order at the end of financial evaluation of this bid.
  27. **Taxes and Duties:** While Supply and raising invoice, you shall comply with all provisions of the Goods & Services Tax Act 2017.
  28. **Billing and Payment Terms.** All amounts due under the contract which is to be executed with the LI of this bid, shall be billed and paid for, in the following manner:
    - i. The 1<sup>st</sup> instalment of 30% of total cost of contract shall be paid on submission of the invoice along with the certificate duly verified by the **Physical**

- Inspection Committee** to be constituted by Registrar University of Ladakh on successful deployment of the devices and other equipment.
- ii. The 2<sup>nd</sup> instalment of another 30% shall be paid on submission of the invoice along with the certificate duly verified by the **Physical Inspection Committee** on successful installation and integration of devices and other equipment.
  - iii. Third instalment of 30% payment shall be made after the production of Post installation inspection certificate as specified at s.no 31 of this term and condition document.
  - iv. Not less than 10% of the contract amount shall be retained till six months of commissioning of the project at all 4 locations and the payment shall be subjected to productions of **Satisfactorily Working Certificate** from the concerned Principal or Rector.



Registrar,  
University of Ladakh,  
Melongthang Leh Ladakh

**Sample Forms (Annexure – I to III)**

**ANNEXURE-I Letter of Bid (LOB)**

To, Registrar,  
University of Ladakh,  
Melongthang Leh-Ladakh

Sub: Tender No.

Dear Sirs,

1. We have gone through the tender documents carefully and we confirm that the contents of the offer are given after fully understanding of tender documents and all information furnished by us are correct and true and complete in every respect.
2. Having examined the Bid Documents, I / We, the under signed, offer to supply and deliver the material as per our offer submitted in conformity with the said Bid Documents.
3. We confirm to accept all terms and conditions contained in the tender document unconditionally.
4. We confirm that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We confirm that if any information or document submitted is found to be false/incorrect, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against us as per provisions of law.

Date:

Signature  
Name.....  
Designation.....

NOTE: This letter should be on the letter head of the Bidder and should be signed by the bidder.

### **ANNEXURE – II Lowest Price Certificate**

I/We do hereby certify that prices quoted by us against this tender are the lowest and not higher than as applicable to another Govt. Deptts. / Undertakings including other Private Organizations. We also certify that the quoted rates are not higher than rates quoted / prices charged by us for same items to other Customers.

Date:

(Seal & Signature of the Tenderer)

### **Price Fall Clause Certificate**

I/We undertake that we have not offered to supply/supplied / is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any Organization/Ministry Department of the Govt. of India or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product/systems or subsystems was supplied by the bidder to any Organization/Ministry/Department of the Govt. of India or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer if the contract has already been concluded.

We will submit a certificate along with the bill(s) that– “We have not offered to supply /supplied the similar/ordered item(s) at a lower rate to any Organization/Ministry/Department of the Govt. of India or other PSU or any other private organization.”

Date:

(Seal & Signature of the Tenderer)



**ANNEXURE – III Financial Quote**

Bidder to mandatorily Quote HSN (Harmonized System Nomenclature) code, Type & Rate of GST of all items quoted by them:

S. No	Description of Item	HSN Code	Make	Model	Quote	Rate of GST (%)	Qty	Total Quote

Date:

(Seal & Signature of the Tenderer)