

TENDER

For

15 Mbps Internet Leased Line (OFC)

Tender Inquiry No. – NSIC/NTSC(O)/PC/ILL/025/2016-17

NSIC Technical Services Centre

The National Small Industries Corporation Limited

(A Government of India Enterprise)

Okhla, Phase III, New Delhi – 110020

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NOTICE INVITING TENDER

NSIC Technical Services Centre, Okhla, New Delhi (NTSC, Okhla), a skill development training institute, invites sealed quotations in two bid system (Technical & Commercial bid in two separate sealed envelopes contained in one bigger envelope) for providing **Internet Leased Line Services as detailed in Annexure- 'A' attached**, from reputed Internet Solution Provider (ISP) category 'A' with a proven track record for more than 10 years. Summarised information for this tender is presented below:

Requirement	Installation, Commissioning and Maintenance of 15 Mbps Internet Leased Line (1:1 uncompressed and unshared with last mile on fiber optic) at NSIC Technical Services Centre, Okhla for Three Years.
Technical Bid	Format & Requirements for submission of Technical Bid is placed at Annexure-`A`
Commercial Bid	Format & Requirements for submission of Commercial Bid is placed at Annexure-`B`
Cost of Tender Documents	Rs. 500/- (Rupees Five Hundred only) (Registered Bidders as detailed in "Instructions to the Tenderers" at Page no 3 are exempted)
Earnest Money Deposit along with Tender	Rs.15,000/- (Rupees Fifteen Thousand only) (Registered Bidders as detailed in "Terms & Conditions of the Bid" at Page no 6 are exempted)
Date of Release of Tender	3rd December 2016 at 14:00 hours
Last date of submission of tender	19th December 2016 up to 14:00 hours
Date of opening of Technical Bid	19th December 2016 at 16:00 hours
Address for Tender inquiry & Delivery	General Manager (SG), NSIC- Technical Services Centre, Okhla Industrial Estate, Phase-III, New Delhi-110020

(Satvinder Singh)
General Manager (SG)
NSIC- Technical Services Centre, New Delhi

INSTRUCTIONS TO THE TENDERERS

1. The tender documents can be collected from the office of General Manager, w.e.f. 3rd December 2016 to 19th December 2016 (except Sunday) between 10:00 to 14:00 hours against payment of **Rs. 500/- (Rupees Five Hundred only) (non-refundable) by way of Cash/ Demand Draft, in favour of 'NSIC Ltd.- NTSC A/c' payable at New Delhi.**
Alternatively tender form can be downloaded from our website www.nsic.co.in/tenders.asp from 3rd December 2016 to 19th December 2016. In this case the tender fee shall be enclosed with Technical bid in the form of Demand Draft.
There is an exemption of Tender Fee applicable to those units registered with Central Purchase Organization (DGS&D), National Small Industries Corporation (NSIC) or the concerned Ministry or Department as defined under Rule 157 of General Financial Rules (GFR), 2005. **A copy of valid certificate shall be enclosed along with the Technical bid for availing exemption from Tender Fee & EMD.**
2. Tender shall be duly filled in. All pages of the tender should be signed by the Authorized Signatory of Tenderer with company seal.
3. Tenderer shall submit a letter nominating a signatory and authorizing him/her to sign this tender and to coordinate on behalf of the company regarding this tender. This letter shall be written/typed on a letter-head and be submitted along with Technical Bid.
4. Any cutting/over writing etc. in the tender must be signed by the person who is signing the tender. The rates and units shall not be overwritten. The financial figures in commercial bid shall always be both in figures and words. In case of any discrepancy in figures and words, the amount written in words shall be considered.
5. The Tenderer may visit the site prior to submitting their offer in order to conduct the feasibility study for laying the fibre optic cable upto server point in NTSC, Okhla. Ms. Nitika Anand, Chief Manager, NTSC Placement, may be contacted for this purpose.
6. The Tender shall be placed in a properly sealed bigger envelope addressed to General Manager, NSIC-Technical Services Centre, Okhla Industrial Estate, Phase III, Near Govindpuri Metro Station, New Delhi and the said bigger envelope shall contain two separate sealed envelopes containing Technical & Commercial bids. **The bigger envelope shall be super-scribed with tender number, due date and time.** The two sealed envelopes inside the bigger envelope must be super-scribed as:
Envelope No-1: "TECHNICAL BID - NSIC/NTSC(O)/PC/ILL/025/2016-17
Due on – 19.12.2016 at 2pm"

Envelope No-2: "COMMERCIAL BID - NSIC/NTSC(O)/PC/ILL/025/2016-17"
7. All the communication with respect to the tender shall be addressed to:
Sr. General Manager,
NSIC- Technical Services Centre,
Okhla, Phase III, Near Govindpuri Metro Station, New Delhi-110020

8. Technical bid will be opened on **19th December. 2016 at 16:00 hours** in the office of General Manager at NSIC Technical Services Centre, Okhla, Phase III, New Delhi - 110020. A representative of the Tenderer may be present at the time of opening of the tender. The date for opening the second envelope containing commercial bid will be intimated to the qualifying bidders separately. In case, the Tender opening date is declared a holiday, the tender would be opened on the next working day at prescribed time

We confirm that the Instructions to the tenderers at S.No-1 to 8 as stated above have been thoroughly read while filling up the tender form.

Signature of the Tenderer with stamp

TERMS AND CONDITIONS OF THE BID

1. Qualifying Conditions for Eligible Bidder: -

- a) The Service provider/ Bidder should have Category 'A' ISP license from Govt. of India (Attach a copy of license).
- b) The Service provider/ Bidder should have annual turnover of atleast Rs. 150 crore for the last three audited financial years. Annual Audited Financial Statements for last three Years to be attached.
- c) ISP must have DOT license to setup and operate International gateways.
 - i) ISP should have their own/direct access to international gateway in India, for providing Internet bandwidth, which should be connected onto international fiber systems only (not on satellite)
 - ii) ISP should have atleast one Point of Presence for peering with Tier 1 carriers and local peering within India with atleast one other ISP.
- d) Service provider/Bidder should have a fully functional Customer Service Centre(s)/ NOC(s), which is operational 365 days X 24 hours. List of Customer Service Centre(s)/NOC(s) must be enclosed.
- e) Service provider/Bidder should have its own fiber based backbone network of 5000+ kilometre.
- f) The Service provider/Bidder should not have been blacklisted by any government organization.

With Respect to point no. d, e, f above, the Service provider/Bidder shall give self-declaration in an undertaking on letterhead as per Annexure –'C'.

The NTSC, Okhla reserves the right to carry out the capability assessment of the Service provider/ Bidder and the NTSC, Okhla decision shall be final in this regard.

2. DELIVERY, INSTALLATION & COMMISSIONING PERIOD:

Service provider/Bidder shall deliver, install and commission the Internet leased line at NTSC, Okhla within 30 days from the date of award and acceptance of contract.

ISP shall designate one nodal officer to coordinate for the execution of this Project till successful completion.

3. LIQUIDATED DAMAGES (LD):

The bidder shall take appropriate steps to ensure that the installation & commissioning is completed within the stipulated time to avoid imposition of liquidated damages. In the event of any delay in completion of the job liquidated damages @ 0.50% per week of the total order value will be recovered subject to maximum of Rs.15,000/- i.e. EMD for the Tender.

4. TESTING :

After commissioning of said Internet Leased line, the services shall be tested for fifteen working days. The Internet Service Provider shall submit bandwidth utilization report on

daily basis during the testing period. The services shall be continued after satisfactory performance during this period. In case of unsatisfactory performance, the services shall be discontinued and further no payment shall be released.

5. CONTRACT PERIOD :

- a. This contract will be valid for a period of Three years.
- b. Either Party may terminate the contract at any point of time during the contract period by giving 3 months notice
- c. The period of contract may be extended on the same finalized terms and conditions for further period also on the basis of satisfactory services and mutual agreement.

6. MAINTENANCE & WARRANTY PERIODS:

- a) The Service Provider/Bidder will be responsible for the comprehensive maintenance during the warranty period of three years for which NTSC, Okhla will not make any extra payment. Warrantee period will start after the acceptance of installation & testing of complete connectivity.
- b) The Service provider/Bidder will do preventive maintenance once a quarter for upkeep of the Systems running. The schedule will have to be adhered strictly by the Service provider/Bidder.
- c) The Technical support services shall be provided 365 days X 24 hours.
- d) The response time for attending the faults will be four hours (maximum) after they are reported to the Service Provider.
- e) The Service Provider will rectify the faults within 24 hours failing which; the Bidder will arrange temporary replacements.
- f) 99% uptime shall be calculated as $(\text{Total Time} - \text{Down Time}) \times 100 / \text{Total Time}$ on quarterly basis. Deduction in payment will be made for downtime in the quarterly bills raised by the Service provider/Bidder as per details below:

#	Downtime	Penalty in % on Quarterly bill
1	≥ 99.00%	0
2	≥ 95.00% to < 99.00%	10
3	≥ 90.00% to < 95.00%	20
4	< 90.00%	100

7. EARNEST MONEY DEPOSIT :

- a) Technical Bid should accompany an earnest money deposit of Rs. 15,000/- (Rupees Fifteen Thousand only) in the form of a Demand Draft drawn in favour of “The National Small Industries Corporation Ltd.” payable at New Delhi on a scheduled/nationalized bank.
- b) There is an exemption of EMD applicable to those units registered with Central Purchase Organization (DGS&D), National Small Industries Corporation (NSIC) or the concerned Ministry or Department as defined under Rule 157 of General Financial Rules (GFR), 2005. **A copy of valid certificate shall be enclosed along with the Technical bid for availing exemption from Tender Fee & EMD.**

- c) NSIC Technical Services Centre shall not be liable for payment of any interest on EMD.
- d) Tender is liable to be rejected in case EMD at prescribed rate is not furnished along with the tender.
- e) Any request by the bidders to consider their EMD furnished by them to NTSC for any other contract/ tender cannot be considered as EMD for this tender.
- f) The EMD will be returned to the unsuccessful bidders soon after the orders are placed on the successful bidder. In case of successful bidder, the EMD will be returned after three years subject to successful performance.
- g) The EMD will be forfeited in following cases:
 - I. If the bidder fails to accept the order based on his offer (bid) and within the prescribed time.
 - II. If the bidder fails to provide the connectivity with specifications in compliance to as mentioned in Annex. – A
 - III. If the bidder delays the commissioning beyond reasonable time resulting in disruption of NTSC works
 - IV. If the performance during the contract period of three years is found unsatisfactory

8. TAXES :

- a) The percentage of Tax must be quoted in clear terms separately. If the taxes are not mentioned separately in the Price offer, it will be presumed that the rates quoted are inclusive of taxes.
- b) The Service provider/Bidder should submit valid documentary proof of Service Tax Registration Number and the details of income tax registration (PAN).

9. VALIDITY OF QUOTATION :

The quotation must be valid for 90 days from the date of opening of quotations. NTSC, Okhla reserves the right to request the Service provider/Bidder for the extension of the validity of the quotations. The Service provider/Bidder will be at liberty to accept or reject the request.

10. SCHEDULE OF PAYMENT: Mode of payment will be subject to the following conditions on various tasks as under:

a) One time Installation & Configuration Charges:

One time charges will be paid after the testing period defined in point no. 3, for which the tenderer shall submit tax invoice in duplicate (original + copy) giving the reference number of the supply order along with the installation, commissioning and testing report acknowledged by the nominated officer of NTSC, Okhla.

All statutory deductions as applicable like TDS, Service Tax shall be made from the payment to the Supplier upon submitting the tax invoice.

b) Recurring Charges:

Recurring charges including bandwidth and other annual charges if any, are payable quarterly (after end of each quarter) on producing tax invoice along with a report confirming the 99% uptime in the quarter.

11. RESPONSIBILITIES UNDER THE CONTRACT: The Service provider/Bidder would be responsible for the following:

- a) The Service provider/Bidder shall be responsible for providing the 15 Mbps (1:1 uncompressed and unshared with last mile on fiber optic) leased line internet connectivity with same upload and download speed at any point of time at NSIC Technical Services Centre, Okhla, New Delhi, at all the time throughout the contract period.
- b) To provide 15 Mbps Internet connectivity (Leased Line) at NTSC, Okhla along with Internet Router Port at ISP Gateway for required Bandwidth and minimum 08 Public IP addresses including Reverse Lookups configured at these IP's.
- c) The Service provider/Bidder will have to provide 08 no. of Public IP (IPV4) free of cost.
- d) The Service provider/Bidder shall be responsible for Installation, commissioning, configuring of the link and hardware (Mux, Modems and Router etc).
- e) The Service provider/Bidder shall be responsible for maintenance support service (365 days X 24 hours) for bandwidth and equipment.
- f) The Service provider/Bidder would insure 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 etc.
- g) Liaisoning (if required) with other firm(s) for obtaining point to point connectivity between ISP node and NTSC, Okhla, shall be the responsibility of quoting firm.

12. SERVICE LEVEL GUARANTEE : The Service provider/Bidder will be required to sign Service Level Agreement having the following conditions:-

- a) Ensure the connectivity with 15 Mbps Internet bandwidth at all the time.
- b) Packet Losses: Less than 1% (Average over 1000 ping) at any given point of time to any part of globe.
- c) Latency: Less than 350 ms from NTSC, Okhla to ISP's tier 1 peering point.
- d) Network Availability: More than 99.0 % per month.
- e) Reports for performance, monitoring/usage to be submitted by the Service provider/Bidder on weekly or monthly basis or as per requirement of NTSC, Okhla.
- f) The bidder will provide the facilities to measure the above parameters at IT Division of NTSC, Okhla. The facility of measurement / monitoring of above parameters or graphical display will be provided by the bidder.

In case of the above parameters going out of specifications, NTSC, Okhla will be compensated adequately in respect of the extended time/ deduction in payment for the loss of hours in service.

13. SUB-CONTRACTING OR SUB-LETTING: The bidder is prohibited from sub-contracting or sub-letting of the work to any other agency.

14. CANCELLATION/TERMINATION OF ORDER BY NTSC, OKHLA:

- d. In case, the Service Provider fails either to accept the order or to acknowledge the order without any pre-conditions within 3 days of award of order or fails to start the services according to the stipulated time, NTSC, Okhla reserves the right to cancel/terminate the contract with immediate effect.
- e. If services are not found satisfactory during contract period, NTSC, Okhla reserves the right to cancel/terminate the contract by giving 30 days notice at the cost and risk of the Service Provider to the claim of NTSC, Okhla against the successful bidder for damages and the successful bidder shall have no claim against NTSC, Okhla for any compensation for such termination.

It may please be noted that in either case, a or b above, EMD shall be forfeited and Service Provider may be blacklisted and shall be barred by NSIC to do any business for next three years.

- 15. The Service provider/Bidder not complying with above conditions or not providing complete information as described or tenders received in open covers shall not be considered.
- 16. NTSC, Okhla reserves the right to verify/seek confirmation of all original documentary evidence submitted by Bidder in support of above mentioned specification for eligibility criterion. In case any information furnished by the bidder is found to be false/incorrect at any stage, the bid shall be summarily rejected and no correspondence on the same shall be entertained.
- 17. All disputes or differences whatever arising between the ISP and NTSC, Okhla shall be settled by the sole arbitrator appointed by NTSC, Okhla. No objection shall be raised on the ground that the arbitrator so appointed is an employee of NSIC or is one of the parties to the tender himself or that the persons so appointed had to deal with the matter to which the tender relates in his official capacity.

We confirm with our acceptance to the Terms & Conditions stated under point 1 to 17 above.

Signature of the Tenderer with
stamp

TECHNICAL BID

FORMAT & REQUIREMENTS

1. Tender Ref. No : **NSIC/NTSC(O)/PC/ILL/025/2016-17**
2. Name of Tenderer:
3. Complete office address of Tenderer.....
.....
4. PAN Number
5. Service Tax registration number
6. TIN / VAT (if applicable)
7. Contact details of authorized person of tenderer who have signed the tender.
 - a. Name.....
 - b. Designation.....
 - c. Phone (Office).....
 - d. Phone (Mobile).....
 - e. E mail.....
8. Due date & Time of submission of bid : 19.12.2016 by 14:00 hours
9. EMD payment details (DD number & Bank detail)
or NSIC Registration No. (SPRS)
10. Tender fee details:
Cash receipt no & date
- DD number & bank detail (if downloaded from website)
.....

11. Submission of technical confirmation to the requirement.

S.N.	Technical Specification for Internet Leased Line Connection	Complied (Yes/No)
1	The Internet connectivity leased line should have fully dedicated (1:1), unshared & High Quality 15 Mbps symmetric bandwidth without any compression factor through Optical Fiber cable till last mile.	
2	The ISP/bidder should have fully resilient and self healing network architecture, on fiber medium, from the international gateway in India upto the international Points of Presence	
3	The ISP/bidder has independent Network Operation Centre for trouble shooting with 24x7 supports to take care of the ILL link management requirements. The service provider network should be backed by availability of service personnel in New Delhi to attend faults. The service provider should furnish details of Toll Free number for logging complaints	
4	Internet Router Port at ISP Gateway for required Bandwidth and 8 Public IP addresses of ipv4 pool	
5	The successful bidder should furnish a detailed network/ schematics diagram of total solution proposed showing connectivity from ISPs gateway Terminal Point to required locations of the IT Division of NTSC, Okhla, New Delhi	
6	The successful bidder should submit technical literature explaining the proposed implementation diagram with the technical bid	
7	The connectivity from the POPs of service providers to NTSC, Okhla New Delhi, premises shall be through Optical Fiber Media	
8	All the equipment supplied by the bidder should be capable of handling higher bandwidth in case up-gradation is required in the later stage.	
9	Any Software and Hardware required to establish the purchased bandwidth will be provided by bidder to make leased line fully functional	
10	All the POPs from where the ILL bandwidth is provided to NTSC, Okhla should have redundancy of equipment, links, power, backhaul connectivity etc. Service provider needs to confirm it in writing.	

S.N.	Technical Specification for Internet Leased Line Connection	Complied (Yes/No)
11	The ILL links should be available in full duplex mode which must be demonstrated to Engineers of IT Division of NTSC, Okhla	
12	Service provider has to provide facility to IT Division of NTSC, Okhla, to monitor the SLG (Service level Guarantee) parameters (as per point 12 of T&C) and log the Trouble tickets on line. NTSC, Okhla should also be able to obtain standard reports on the ILL links' Bandwidth Utilization (in Mbps, in frames/sec), Errors (frames/sec), Discarded (frames/sec), Non unicast(frame/sec), Bandwidth availability, Packet loss (in %), Latency of links etc. through any network monitoring tool / web browser provided by service provider.	
13	<p>IT Division of NTSC, Okhla will consider the successful provision of the link subject to Satisfactory Acceptance Test. The methodology for the test will be at the discretion of the NTSC, Okhla. However, the same will be shared with the Bidder / SP.</p> <p>Following tests may be adopted :</p> <p>a. Average latency should not be more than 250 ms up to ISPs 1st Tier 1 peering point.</p> <p>b. Domestic Latency < 80 Millisecond during peak traffic hours</p> <p>c. International Latency < 350 Millisecond during peak traffic hours</p> <p>d. Packet Loss < 1%</p> <p>Facilities of testing above parameters will be provided by the Bidder / ISP</p>	
14	The above said services shall remain valid for three years period from the date of commissioning.	

12. Documents enclosed in the Technical bid are as under :

- a. Duly filled with sign & stamp Tender documents (All pages 1-17)
- b. Authority Letter on company's letter head to authorize Signatory on behalf of the participating company.
- c. Demand Draft towards EMD and Tender fee or copy of valid registration certificate for exemption from Tender fee & EMD

- d. Copies of PAN, VAT/ TIN & Service Tax duly Signed & Stamped.
- e. Copy of License for ISP category 'A'
- f. Copy of License for setting up & Operating International Gateway from DOT
- g. Copy of Annual Audited Financial Statement for last 3 years
- h. Undertaking on letter head as per Annexure "C".
- i. Details of customers with contact details to whom Internet Leased line services with 15Mbps or higher bandwidth are provided

Sr. no.	Name of Customer	Contact Details
1		
2		
3		
4		

Signature of the Tenderer with stamp

COMMERCIAL BID

FORMAT & REQUIREMENTS

1. Tender Ref. No.: **NSIC/NTSC(O)/PC/ILL/025/2016-17**
2. Name of the Tenderer:
3. The offer with rates for the schedule of requirements of services, are elaborated in the table below.

A. PRICE SCHEDULE for (Commercial Bid)

Item description	Annual Rate in Rs.	Rate of tax		Tax amount in Rs.	Total Annual Charges in Rs.	Total Charges for three Years in Rs.
		Service tax	Any other tax			
For Installation, Commissioning and Maintenance of 15 Mbps Internet Leased Line (1:1 uncompressed and unshared with last mile on fiber optic) at NTSC, Okhla for Three Years.						
a) One time installation & Commissioning Charges (Including equipment, Configuration & testing charges etc.)						
b) Rentals (Recurring charges including Bandwidth etc.)						
c) Any other charges (to be specified)						
d) Total						

Total for three Years (in words) - Rupees _____

B. Price Schedule for Additional 10 Mbps Bandwidth (optional)

Item description	Annual Rate in Rs.
a) Rentals (Recurring charges including Bandwidth etc.)	
b) Any other charges (to be specified)	
c) Total	

Total (in words) - Rupees _____

4. **Notes :-**

- b) ***The total price for three years shall be given due consideration while analyzing the commercial bid.***
- c) The rate quoted above shall be special discounted price for Educational Institute.
- d) **Hardware/ Software charges** - NTSC, Okhla will not purchase any hardware or software and Service provider/Bidder will have to provide all the required hardware and software required to establish the purchased bandwidth.
- e) The rates quoted in the Commercial Bid shall be firm & all-inclusive for Installation, Commissioning, Configuring and maintaining the bandwidth at destination NSIC Technical Services Centre, Okhla, New Delhi. No extra payment shall be paid on account of any discrepancy in nomenclature of items. The bidder shall seek clarifications if any before submitting the bid. The Corporation will not issue Forms C and/ or D
- f) No representation for the enhancement of the prices of the accepted tender or alteration of the terms and conditions will be entertained at any stage.
- g) If the cost of International Bandwidth is reduced during the period of contract, the benefit of the same shall be equally passed on to NTSC, Okhla.
- h) NTSC, Okhla will not be responsible for any kind of damage of hardware / software mentioned above. All these items shall be in complete maintenance warrantee of the firm.

It is hereby confirmed that we shall abide all the terms & conditions as specified in this tender.

Signature of the Tenderer with stamp

Undertaking

(On company letter head)

- We hereby confirm that the notice & Instructions to the tenderers specified in this tender have been thoroughly read while filling up the tender form (Technical Bid & Commercial Bid).
- It is hereby confirmed that all the Terms & Conditions stated in this tender are acceptable to us.
- We hereby confirm that our Company has been providing Internet Leased Line services successfully to corporates for more than 10 years
- We also confirm that the service and support for the continuous functioning of the connectivity during the contract period of three years, shall be provided as and when demanded with no extra charges.
- We have a fully functional Customer Service Centre(s)/ NOC(s) in New Delhi, which is operational 365 days X 24 hours. List of Customer Service Center(s) with location is enclosed. Any complaint received shall be resolved within 24 hours of reporting time. The list of CSC/NOC is as under :

#	Address of CSC/NOC	Contact Person Name	Contact No.	Toll Free Number

- We have our own fiber based backbone network of 5000+ Kilometres.
- All our POPs from where the ILL bandwidth shall be provided to NTSC, Okhla have redundancy of equipment, links, power, backhaul connectivity etc.
- We declare that we are not a defaulter to any Govt. organization/ PSU since last 2 years from the date of issue of this tender no. **NSIC/NTSC(O)/PC/ILL/025/2016-17** for any reason.

Signature of the Tenderer with stamp

*****END OF TENDER DOCUMENT*****