Tender Document for Internet Connectivity 600 Mbps (1:4) - 150 Mbps Download & 600 Mbps Upload at SGPC Amritsar.

(Last Date:- 10-07-2019 Time: - 11:00 AM)

a) **Pre-Qualifying Document shall consist of following:-**

    i. Photocopy of document showing ISP License No. (with date) and A/ B category ISP along with a copy of the License agreement for the provision of Internet Service issued by Government of India to be enclosed.

    ii. Earnest Money of 10% of the total cost in the form of Bank Draft in favor of Secretary, SGPC, Amritsar.

    iii. Copy of valid Income tax Certificate.

    iv. Name of the organizations where such projects have already been implemented. Certificates from earlier clients for successful implementation of Leased lines Internet access.

    v. Address, Contact Person, Phone, Tele Fax/ Email of Offices in the region.

(b) **Commercial Bid consisting of the following:-**

    i) Bid prices for the fine tuned Technical Specifications duly filled, signed and complete as per the Price Schedule. The vendor must quote the basic price (exclusive of taxes) and total price inclusive all service and other taxes.

    ii) The Tenderer shall indicate the firm price for indicated Tasks / scope of work, the Terms of reference of which are given in the Technical specifications.

    iii) The Tenderer shall be required to give Item-wise/ activity wise Prices wherever applicable.

    iv) Conditional Bids will not be considered.

TERMS AND CONDITIONS OF THE TENDER

1. Tenderer's qualification:

Tenderer should be a category A /B Internet Service Providers. The tenderer company must have requisite infrastructure and resources to successfully execute the order/ project and provide services in Golden Temple Amritsar and should have a valid ISP license from Government of India.

The client reserves the right to carry out the capability assessment of the tenderers and the client's decision shall be final in this regard.

The individual signing the tender or other document, in connection with the tender must certify as to whether he or she has signed as :-

a) A " Sole proprietor " of the firm or constituted attorney of such sole proprietor.

b) A partner of the firm, if it be partnership, in which case he must have authority to refer to arbitration disputes concerning the business partnership either by virtue of the partnership agreement or a power of attorney. In the alternative all the partners should sign the tender.

c) Constituted attorney of the firm, if it is a company.

The connectivity should be on wired (OFC) network (local loop) of a licensed basic telecom service provider to the locations as specified or required. This wired link should be of 600 Mbps capacity with scope of further increasing it. Backup link should be in fiber. In case of main OFC Breakdown, System should auto switch to OFC backup link.

The tenderer would insure that the local loop provisioning does not violate regulations as laid by Government of India/TRAI in respect of such links/networks. All the licensing requirements for compliance with such regulations will be responsibility of the vendor at his own cost.

ISP should bear financial penalties for any delay in installation due to non availability of approvals and violations if any.

1.7 Monthly Testing Report in First week of Every month should be submitted.

2 Eligible Tenderers

The bidding is open to all qualified Tenderers who fully meet the following qualifying requirements (The required documents in proof of the below eligibility should be enclosed in the pre-qualification bid) :-

The Tenderer (Internet Service Provider) must have a valid A/ B category license from Government of India also have International Gateway to meet the bandwidth requirement.

The ISP should have a fully functional Customer Service Centre in Amritsar which is operational 24 hours.

The ISP should have adequate bandwidth at the backend to provide the desired services along with the proof.

The ISP should have experience of implementing at least 10 Internet Leased Lines in this region.

The client reserves the right to carry out the capability assessment of the tenderers and the client's decision shall be final in this regard.

3 DELIVERY PERIOD & INSTALLATION :

The delivery period of the said tasks should be adhered to as will be mentioned in the Award of Contract.Tenderer should quote the minimum and maximum period he will take to install the link. The supply shall actually be deemed to have been complete on the actual date of installation.

4 EARNEST MONEY

Tenderer shall deposit Earnest money of 10% of the cost in the form of Bank Draft in favor of secretary SGPC Amritsar.

5 SCHEDULE OF PAYMENT:

The purchaser may, however, consider making advance payments which shall be subject to the following conditions on various tasks as under:

Bandwidth Charges: Bandwidth Charges are payable quarterly after quarter ends. For this the ISP will raise the bills in first month of next quarter.

Hardware Charges: All the hardware will be provided and maintained by the vendor/ISP free of cost.

6. WARRANTY PERIOD :

The Vendor will be responsible for the comprehensive maintenance during the warranty period of minimum one year after the acceptance of installation & testing of hardware. In case of default, SGPC, Amritsar will have the right to arrange maintenance at the risk and cost of vendor, from any other source and shall raise bills to vendor. Vendor shall clear such bills within 7 days.

The vendor will also maintain the Equipment/ Services for efficient running at all times during its warranty period. However, average uptime during a quarter should not be less than 99%. In case the vendor/ISP fails to maintain the said uptime, the vendor/ISP will be liable for penalty @ 1% of the cost of the total fixed costs. Even if a peripheral or part of the system is not working, the system will be considered as down.

If the Vendor does not provide necessary hardware to run the required service efficiently within 5 days then Vendor will be liable for penalty @ 2% of the cost of the total fixed costs.

If the line remains down for more than 30 minutes, it shall attract penalty which will be computed in the following manner:

The Total Amount after the negotiation(Less Service Tax) X Minutes lost beyond 30 minutes x 2
365 x 24 x 60

Penalty amount shall be calculated at the end of each quarter

It is the duty of Vendor to revise the prices at the end of each quarter and passes on to the SGPC automatically if the prices for similar type of services are offered at lower prices by reputed competitors.

The Vendor will maintain the equipment/services for efficient running at all times. However, average up time during a quarter should not be less than 99% will be liable for penalty @1% of the cost of the total fixed costs. Even if a peripheral or part of the system is not working, the system wil be considered as down.

Uptime shall be calculated as

(Total Time – Down Time) X 100
Total Time

The response time for attending the faults will be four hours after they are reported to the Vendor. The Vendor will rectify the faults within 24 hours failing which; the vendor will arrange temporary replacements. The services shall be provided 24*7 365 days.

The vendor will do preventive maintenance once a quarter for upkeep of the Systems running. This schedule will have to be adhered to strictly by him. PM should generally be done on Non working days/ Beyond General Shift Hours.

The comprehensive maintenance will include everything except consumables which will be decided by the client.

Decision of the client on the facilities to be provided to the engineers of the vendor shall be final.

Client shall move the equipment from one location to another with the help of vendor to the extent possible.

All these terms and conditions will be applicable during Warranty and Post Warranty period.

7 "No claim" Certificate:

The ISP shall not be entitled to make any claim, whatsoever, against the client under or by virtue of or arising out of this contract nor shall the client entertain or consider any such claim, if made by the ISP after he shall have signed a "no claim" certificate in favour of the client in such forms as shall be required by the client after the works are finally accepted.

8 ISP's Personnel:

The ISP shall employ and provide such qualified and experienced personnel as are required to perform the services under the contract.

9 ISP Project Manager:

The ISP shall ensure that all times during the currency of the contract an ISP project Manager, acceptable to the client, shall take charge of the performance of the contract.

10 Documents prepared by the ISP to be the Property of the Client

All plans, drawings, specifications, designs and other documents prepared by the ISP in the execution of the contract shall become and remain the property of the client, and before termination or expiration of this contract, the ISP shall deliver all such documents to the client under the contract along with the detailed inventory thereof.

11 Confidentiality:

The ISP or sub-contractor(s) and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the client's business or operations without the prior written consent of the client.

12 Force Majeure:

Notwithstanding the provisions of the tender, the ISP shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance are other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the ISP and not involving the ISP and not involving the ISP's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the client either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes

If a Force Majeure situation arises, the ISP shall promptly notify the client in writing of such conditions and the cause thereof. Unless otherwise directed by the client in writing, the ISP shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The client may terminate this contract, by giving a written notice of minimum 30 days to the ISP, if as a result of Force Majeure, the ISP being unable to perform a material portion of the services for a period of more than 60 days.

13 Responsibilities under the contract:

The short-listed ISP would be responsible for the following during the period of contract:

Provision of Internet Bandwidth connectivity at SGPC, Amritsar
Dedicated Lease Line: Vendor (ISP) will be required to provide the bandwidth over Optical Fiber Cable. OFC should be owned by the vendor/ISP, it should not be leased from third party.

All interactions with other agencies like the basic service provider and hardware vendors during the concurrency of contract, which may be required for the provisioning of services as per contract.

All repairs and maintenance of the equipment installed for the provisioning of services. The equipment like four modems, cables and racks etc will remain in your charge during the concurrency of contract.

Demonstration of the uplink and downlink from your International gateway located to the department as and when required.

Providing MRTG reporting of the Internet Connectivity port on the Internet.

Provision of back up 600 Mbps (1:4) at your end without any additional charges.

13.5   Bandwidth will be sub-divided into two locations at SGPC head quarters. Main line will terminate at Internet Office, 1st Floor, Mata Ganga Ji Niwas, Harmandir Sahib Complex. From there an sub-divided OFC should connect SGPC main office. Both bandwidths will be independent of each other.

E.g. Internet Office   - **100 Mbps Download & 585 Mbps Upload**
      SGPC Head office   - **50 Mbps Download & 15 Mbps Upload**

The Internet Bandwidth should be on 1:4 basis from your international gateway up-till USA.

Latency should be less than 350 msec from router port of SGPC to peering point (US End)

PARTICULARS OF TENDERER & MANUFACTURER

TENDERER'S PARTICULARS FOR TENDER NO. _____

1. Name of the Tenderer _____

2. Address of the Tenderer _____
   _____
   _____

3. Name of the ISP _____

4. Year of Establishment _____

5. Address of the ISP _____
   _____
   _____

   (with Telephone & Fax No.) _____
   _____

6. ISP Category _____
   License No. _____
   _____

7. Service facilities available for maintenance _____
   (Address of the fully functional Service center) _____
   _____

8. Bandwidth Availability _____
   Along with Proof

9. No of Internet Nodes operational _____
   (List of Nodes be attached)

10. Tenderer's proposal number & date _____

11. Name & address of the officer _____
    to whom all references shall _____
    be made regarding this tender _____

12.   Name of

the organisations where the implementation   _____

of leased line has already   _____

been made   _____

(Client list be given)

13.   Earnest Money Deposited (Bank Draft)   _____

Telex
Telephone
Fax No.

As of the date the information furnished in all parts of this form is accurate and true to the best of my knowledge.

Witness :

Signature_____	**Name**	**Signature**_____
_____	**Designation**_____	**Name** _____
Address	_____	**Designation** _____
		Address _____
	_____	_____
Company	_____	**Company** _____
Date	_____	**Date** _____

Company Seal
(With name & designation of the person signing the tender)

Tenders are invited for 150 Mbps Download & 600 Mbps Upload (1:4) Internet connectivity at SGPC complex Amritsar. Tenderer are required to quote strictly according to the specifications and any any ambiguity can lead to disqualification. Detailed specification are given in the tender document

PRICE SCHEDULE

Item No.	Item description	Basic Price	Duties, Sale or Service Taxes etc.	Total
1.	**Band Width Charges/ or Annual Port Charges**			
	150 Mbps Download & 600 Mbps Upload Internet B/w (1:4, uncompressed/pure on clear Channel) from the dedicated port of ISP's router. ISP will be required to provide bandwidth over OFC till the SGPC Internet office. (All recurring Charges)			
	Any other charges (To be specified) _____ _____			

(Signature)/Seal