

Tender Document for Internet Connectivity 1 Gbps (1:1)



Shiromani Gurdwara Parbandhak Committee

Sri Amritsar – 143006



TENDER NOTICE

Sealed Tenders are invited from well established and resourceful companies for providing **1 Gbps (1:1) 1 Gbps download and 1 Gbps upload** internet connectivity as per specifications and terms & conditions mentioned on our website **www.sgpc.net**.

The sealed tenders shall reach the office of undersigned on or before **24-11-2023** till **11 AM**.

Secretary, Shiromani Gurdwara Parbandhak Committee, Sri Amritsar.

Notice Inviting Tender

1 Gbps Download & 1 Gbps Upload at the office of SGPC Amritsar.

(Last Date:- 24-11-2023 Time: - 11:00 AM)

Shiromani Gurdwara Parbandhak Committee, Sri Amritsar, (hereinafter referred to as the “**SGPC**”), invites sealed tender from well-established firms / agencies having relevant experience, in two bids format (1. Technical 2. Financial) for providing dedicated **1Gbps** internet bandwidth (1:1) uncompressed and unshared with last mile on its own fiber in Ring Topology) with (1:1) full duplex for SGPC Office committed access rate till ISP International Gateway with redundant backup. ISP should have local peering for national traffic; traffic should be routed to Secondary International Gateway once the primary fails using OFC technology.

The agency shall provide the **1Gbps (1:1)** uncompressed and unshared with last mile on fiber Internet Leased Line Connectivity in the SGPC Office for a period of three years, unless it will stand canceled on expiry of the contract or on written notice within 30 days.

IMPORTANT: SGPC requires leased line of 1Gbps (1:1) uncompressed and unshared with last mile on its own fiber in Ring Topology) with (1:1) full duplex for SGPC Office, Sri Amritsar committed access rate till ISP International Gateway with redundant backup.

The last date of submission of tender is 24 November 2023 at 11:00 PM.

Date to open the Tenders (Technical and Financial bids) will be announced later.

At any time prior to the deadline for submission of bid, the SGPC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer(s), modify the tender document by amendment.

The amendment will be published on the SGPC’s website. In order to afford prospective tenderer(s) reasonable time in which to take the amendment into account in preparing their bid, the SGPC may, at its discretion, extend the deadline for the submission of tender.

The tenderer(s) are requested to read instructions in the tendered document carefully and ensure compliance with all the instructions contained in this document. Non Compliance tenderer from the tendered document may disqualify the tenderer from the tendering exercise.

The SGPC reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to award of contract without assigning any reason whatsoever.

Important Note

1. **All corrigenda, addenda, amendments and clarifications to Tender Specifications will be hosted in the website www.sgpc.net and not in the newspaper; Bidders shall keep themselves updated with all such developments.**
2. In case the last date of receipt/opening of bids falls on holiday, the bids shall be receipt/opened on the following working day at same time.
3. Tenderer who have downloaded the tender document form from the SGPC website shall submit a declaration along with tender document that I/We have downloaded the Tender Form from the SGPC's website www.sgpc.net and I/we have not tempered /modified the tender form in any manner. In case, if the same is found to be tempered/modified in any manner, I/we understand that my/our tender will be summarily rejected and I/we are liable to be banned from doing work with the SGPC.
4. EMD Rs.1,00,000/- in the form of DD favoring **Secretary, SGPC, Amritsar** be submitted as per dates mentioned in schedule.

ELIGIBILITY CRITERIA

The Agencies that fulfill the following requirements shall be eligible to apply.

1. The ISP should provide end to end connectivity on its own network on **Optical Fiber Cable** in Ring Topology.
2. The list of existing educational customers/ Government departments/Others of Internet Bandwidth 500 Mbps or more should be provided along with supply Orders and satisfactory performance reports.
3. The ISP would ensure that the local loop provisioning does not violate regulations as laid by Government of India / TRAI in respect of such links/ networks. Bidders will be responsible for making all the payments towards the local loop charges/rentals/WPC Charges etc.
4. The ISP should route the traffic from International Gateway through its own or from their providers. DOT License / Certificate of own or service Provider for the same is to be provided.
5. Only firm / agency having the **Category "A"** Internet Service Provider (ISP) license issued from Department Of Telecom from the, Govt. of India, must have requisite infrastructure **Registered Head Office & Network Operating Center in the region of Punjab** and resources to successfully execute the project and provide services to **SGPC. Self-attached valid license copy of certificate and Infrastructure details must be enclosed with technical bid.**
6. The firm / agency must have a fully functional Customer Service Center(s) in the region of Punjab (**With-in 100 KM**), which is fully operational **24 X 7 X 365 days**. List of Customer Service Center(s) must be enclosed with technical bids.
7. The firm / agency has adequate bandwidth at the backend to provide the desired bandwidth to SGPC. Supporting document must be enclosed with the technical bid.
8. The tenderer should not have been debarred and / or blacklisted by any Central Government / or any State Government Department(s). An affidavit to that effect on Non-Judicial Stamp paper of Rs 50/- duly notarized shall be enclosed with the technical bid. The Performa of the affidavit is attached with the tender as **Annexure C**.
9. The tenderer shall be required to submit the earnest money deposit (EMD) for an amount of ` Rs.1,00,000/-/- (Rupees One Lakhs only) refundable by way of demand draft only. The demand draft shall be drawn in favor of "Secretary, SGPC, Amritsar" payable at Amritsar.
10. The bid of any tenderer who has not complied with one or more of the conditions of eligibility criteria and / or fail to submit the required documents as required / or mentioned in tender document are liable to be summarily rejected.

Instructions to Tenderer

1. Bids will be opened offline as per time given failing which no tender will be submitted.
2. **Bidders must ensure that copies of all the necessary documents have been submitted with the bid which should be duly signed and stamped.**
3. SGPC AMRITSAR, will not be responsible for any delay in submission of bids due to any reason whatsoever.
4. The conditional bids shall not be considered and will be rightly rejected.
5. The Financial Bid of only those bidders shall be opened who will qualify in the technical bid and are approved by the Purchase Committee/Technical Experts.
6. The tenderer(s) are required to submit the duly signed and stamped copies of the relevant documents required as per Terms & Conditions, other required documents as per the eligibility criteria of the Tender, failing which their bids may be rejected and will not be considered.
7. Telex, Fax, e-mail and other incomplete offers are liable to be summarily ignored.
8. At any time prior to the deadline for submission of bid, the SGPC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer(s), modify the tender document by amendment.
9. The amendment will be published on SGPC's website only. In order to afford prospective tenderer(s) reasonable time in which to take the amendment into account in preparing their bid, the SGPC may, at its discretion, extend the deadline for the submission of tender.
10. The SGPC is not liable to pay any interest on EMD. Earnest money deposit shall be forfeited, if the tenderer, withdraws its bid during the period of tender validity. The Earnest money deposit of the tenderer, whose tender has been accepted, will be returned on the submission of **performance security @2% of the total value of the offer (In shape of Demand Draft) in favor of SGPC Amritsar. This performance security will be kept till the expiry date of award of contract.** Earnest money deposit of the successful tenderer shall be forfeited, if it refuses or neglects to execute the contract or fails to furnish the required performance security within the time frame as specified by the SGPC. The EMD(s) of other Bidder(s) whose offer will not be found according to required specification/ lowest will be released after finalization of Technical Bids/ Lowest Bid/Purchase.
11. Testing & Commissioning of Internet Leased Line (ILL) 1Gbps (1:1) is the essence of the contract and must be met with.
12. **The SGPC may accept a tender in part or whole of the quantity offered, reject any tender without assigning any reasons, may not accept the lowest or any doubt dispute or whatever may be the decision of the SGPC shall be final in this regard.**

13. The offer shall be kept valid for 90 days.
14. The tenderer should not have been debarred and/ or blacklisted by any Central Government/ or any State Government Department(s) supported by the affidavit as per format given in **Annexure- C**
15. If any information furnished by the bidder is, at any stage found to be incorrect, false or fabricated, the purchaser shall have the absolute right to forfeit EMD and security deposits, in addition to cancellation of contract, forfeiting the warranty/performance guarantees and other action in accordance with law, such as black-listing, risk & cost etc.

Read and Accepted.

(Signature & Stamp of Tenderer)

TENDER EVALUATION

SGPC will evaluate all the proposals to determine whether these are complete in all respects as specified in the tender document. Evaluation of the proposals shall be done in two stages as:

(a) Stage – I (Technical Evaluation):

- (i) SGPC shall evaluate the technical bid(s) to determine whether these qualify the essential eligibility criteria (if any mentioned), whether the tenderer has submitted the EMD, whether any computational errors have been made, whether all the documents have been properly filled, whether all the documents as mentioned or required to submitted with technical bid are submitted and whether bids are completed and generally in order.
- (ii) After evaluation of technical bid(s), a list of the qualifying tenderer (s) shall be made, short-listed tenderer(s) shall be informed of the date, time and place of opening of financial bid(s) and they may attend or depute their authorized representative/s to attend the opening of financial bid(s) on the scheduled date and time, if they wish to do so. The representative(s) should have a letter of authority to attend the price bid(s) opening event.

(b) Stage – II (Financial Evaluation):

1. The financial bid(s) shall be evaluated on the basis of the total cost quoted by the tenderer.

Format for Financial Bid

| Sr. No. | Particular | Price In INR |
|----------------|---|--------------|
| A. | Annually Recurring Charges | |
| 1. | 1Gbps leased line charges (1:1 uncompressed unshared) | |
| | | |
| (Rupees | |) |

(A) PAYMENT TERMS & CONDITIONS:

Annual Recurring (bandwidth) charges shall be payable on quarterly basis at the end of the quarter, for this the Service Provider will raise the bill at-least two weeks in advance before the end of each quarter.

(B) INSTALLATION & COMMISSIONING:

Project will be completed within 4-6 weeks from the date of issue of the Letter of Intent (LOI) / Work order. All the aspects of safe delivery, installation, commissioning and uplink of the connectivity shall be the exclusive responsibility of the Service Provider. The Commissioning of the service shall be at the Internet Office of SGPC Amritsar and the full commissioned bandwidth upload and download shall be shown by the ISP on the SGPC's Server/Machine.

If the Service Provider fails to uplink the connectivity by the specified date, then the penalty at the rate of 1% per week of the total order value subject to maximum of 10% of total order value will be deducted.

1. Spares and Accessories, wherever required should be quoted separately and clearly even if these are not asked for.

(C) CONTRACT PERIOD:

The contract period for providing the Internet Leased Line (ILL) Connectivity to SGPC's office would be for 3 years unless it stands canceled on expiry of contract or on written notice within 30 days.

The agreed price would be applicable throughout the contract period. No hike in price would be admissible; however, if the prices are reduced on any account, the benefit of the same should be passed on to SGPC.

(D) TENDER PREPARATION COST:

The tenderer shall solely bear all costs associated with the preparation and submission of the bid, including the site visit etc. The SGPC shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the tender process. In no case such costs shall be reimbursed by SGPC..

(E) AWARD OF CONTRACT:

- (i) The SGPC will award the contract **to ISP** for 1Gbps leased line on the basis of L1 rates.

(F) SERVICE PROVIDER OBLIGATIONS:

1. The Service Provider shall be responsible for providing the 1Gbps (1:1) uncompressed and unshared leased line internet connectivity at the office of SGPC at all the time throughout the contract period.
2. The 1Gbps bandwidth should be provided through an underground fiber link on the ring terminating in the internet office of SGPC, and should be made available on Gigabit Ethernet.
3. **The Service Provider shall be responsible for installation, commissioning and configuring of hardware and uplink of connectivity. The ISP will maintain the own maintained & Underground laid OFC and equipment (Mux, Modems and Router etc to be provided by the ISP) to provide Internet Services in SGPC's Internet Office for efficient running at all times of the contract. SGPC shall not provide any hardware for the same.**
4. Liasioning (if required) with other firm(s) for obtaining point to point connectivity between ISP node and SGPC, shall be the responsibility of the Service Provider.
5. The Service Provider would ensure that the local loop provisioning does not violate any Regulations as laid by Government of India / TRAI in respect of such links / networks. Service Provider shall be responsible for making all the payments towards the local loop charges / rentals/ WPC charges etc.
6. The Service Provider will do **preventive maintenance once a quarter** for upkeep of the systems running. The schedule will have to be adhered to strictly by him.
7. **SGPC Amritsar will not purchase any Hardware and ISP will have to provide all the required hardware on latest technology for installation, commissioning and configuring of hardware and uplink of connectivity in the Internet office of the SGPC and will also be fully responsible for its maintenance.**

Read and Accepted.

(Signature & Stamp of Tenderer)

SERVICE LEVEL GUARANTEE

1. The Service Provider shall provide the 1Gbps (1:1 uncompressed and unshared) Internet leased line connectivity at all the time (24 X 7 X 365) at the office of SGPC Sri Amritsar.
2. To provide Internet Router Port at ISP Gateway for required Bandwidth and minimum subnet of 24 Public IP addresses including Reverse Lookups configured at these IP's. DNS Server facility must be provided to SGPC.
3. Packet Losses: Less than 1 % (Average over 1000 ping) at any given point of time to any part of the globe.
4. Latency: Less than 100ms from the internet office of SGPC to ISP's tier 1 peering point. Latency will be randomly checked on a daily basis. In case of non-adherence latency limit, the link will be considered as down with effect from time of detection till the time it is restored.
5. Network Availability (uptime): More than 99.5 % per month.
6. Border Gateway Protocol (BGP) Implementation in the internet Link.
7. Reports for performance, monitoring / usage to be submitted by the ISP on weekly or monthly basis or as per requirement of the SGPC. Providing MRTG reporting of the Internet Connectivity port on the internet updated every 10-20 minutes.
8. Demonstration of the uplink and downlink from the server located at SGPC Amritsar as and when required.
9. Downtime Calculation: Downtime shall be calculated as $(\text{Total Time} - \text{Down Time}) \times 100 / \text{Total Time}$. Deduction in payment will be made for downtime in the quarterly bills raised by the ISP.
10. The response time for attending the faults will be 1 hour after they are reported to the ISP. The ISP will rectify the faults within 12 hours failing which; the vendor will arrange temporary replacements. The services shall be provided 24 X 7 days in a week.

11. **Downtime Penalty in % of Monthly Payment:**

| Sr. No. | Downtime | Penalty in % on monthly bill |
|----------------|------------------|-------------------------------------|
| 1. | > = 99.5% | 0 |
| 2. | > 99 to < 99.50 | 10 |
| 3. | > 98.5 to < 99.5 | 20 |
| 4. | > 98 to < 98.5 | 30 |
| 5. | > 95 to < 98 | 50 |
| 6. | > 90 to < 95 | 70 |
| 7. | < 90% | 100 |

Downtime due to the following situations will not be considered for the purpose of penalty:

- a) Link down due to power failure / or any situation which is beyond the control of the service provider.
- b) Due to scheduled maintenance by the Service Provider, with prior approval of SGPC.

FORCE MAJEURE:

- a) The Service Provider shall not be liable for forfeiture of its earnest money / performance security deposit, liquidated damages, or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

ARBITRATION

In case of any dispute or difference arising out of or in connection with the tender conditions / job order and Contract, the SGPC and the Seller/ Service Provider will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the SGPC.

The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Amritsar only. The decision of the Arbitrator shall be final and binding on both the parties.

JURISDICTION

The courts at Amritsar alone will have the jurisdiction to trial any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Amritsar Court shall have jurisdiction in the matter.

Read and Accepted.

(Signature & Stamp of Tenderer)

PROFORMA FOR PERFORMANCE STATEMENT

(For the Period of last 5 years)

| No. | Order Placed (Full address of Purchase) | Order no. & dated | Description | Date of Commissioning | Has Internet Leased Line (ILL) been satisfactory commissioned |
|-----|---|-------------------|-------------|--------------------------|---|
| | | | | | |

Signature and seal of Manufacturer/Tenderer

**Specification for Internet Leased Line
(ILL)**

Technical Specification

- 1Gbps Internet Leased line (1:1) uncompressed and unshared

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.

Self Attested

I / We _____(Tenderer) hereby declare that the firm / agency namely M/s _____has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India.

Or

I / We _____(Tenderer) hereby declare that the Firm / agency namely M/s. _____was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of _____years w.e.f. _____to _____ . The period is over on _____and now the firm/company is entitled to take part in Government tenders.

In case the above information is found false I / we are fully aware that the tender/ contract will be rejected / canceled by the Secretary, SGPC Sri Amritsar, and EMD / SD shall be forfeited.

DEPONENT

Attested:

(Public Notary / Executive Magistrate)

Name _____

Address _____