

## **Tender Document for Internet Connectivity 300 Mbps (1:1)**



**Shiromani Gurdwara Parbandhak Committee**

Sri Amritsar – 143006



### **TENDER NOTICE**

Sealed Tenders are invited from well established and resourceful companies for providing **300 Mbps (1:1) 300 Mbps download and 300 Mbps upload** internet connectivity as per specifications and terms & conditions mentioned on our website **[www.sgpc.net](http://www.sgpc.net)**.

The sealed tenders should be reached at the office of undersigned on or before **09-01-2023** at **11 AM**.

**Secretary, Shiromani Gurdwara Parbandhak Committee, Sri Amritsar.**

# **Tender Document for Internet Connectivity 300 Mbps (1:1)**

***300 Mbps Download & 300 Mbps Upload at the office of SGPC Amritsar.***

**(Last Date:- 09-01-2023 Time: - 11:00 AM)**

**A. Pre-Qualifying Document shall consist of the following:-**

- a. Photocopy of the document showing ISP License No. (with date) and A category ISP along with a copy of the License agreement for the provision of Internet Service issued by the Government of India to be enclosed.
- b. **Earnest Money of Rs. 1,00,000/- (One Lakh Rupee Only) in the form of a Bank Draft in favor of Secretary, SGPC, Amritsar.**
- c. Copy of valid Income tax Certificate.
- d. Name of the organizations where such projects have already been implemented. Certificates from earlier clients for successful implementation of Leased lines Internet access.
- e. Address, Contact Person, Phone, Tele Fax/ Email of Offices in the region.

**B. Commercial Bid consisting of the following:-**

- a. Bid prices for the fine-tuned Technical Specifications duly filled, signed, and completed as per the Price Schedule. The vendor must quote the basic price (exclusive of taxes) and the total price inclusive of all services and other taxes.
- b. The Tenderer shall indicate the firm price for indicated Tasks/Scope of work and the Terms of reference given in the Technical specifications.
- c. The Tenderer shall be required to give Item-wise/activity-wise Prices wherever applicable.
- d. Conditional Bids will not be considered.

# TERMS AND CONDITIONS OF THE TENDER

## 1. Tenderer's Qualification:

The tenderer should be a category A Internet Service Provider. The tenderer company must have the requisite infrastructure and resources to successfully execute the order/project and provide services in the complex of Sachkhand Sri Harmandir Sahib Sri Darbar Sahib, Amritsar, and office of SGPC, Sri Amritsar and should have a valid ISP license from the 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 another document, in connection with the tender must certify as to whether he or she is signed as

- a) "Sole Proprietor " of the firm or constituted attorney of the such sole proprietor.
- b) Partner of the firm, if it is a 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 the 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 300 Mbps capacity with the scope of further increasing it. The backup link should be in OFC.

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

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

Monthly Testing Report in the 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):

- a. The Tenderer (Internet Service Provider) must have a valid A category license from the Government of India and also have an International Gateway to meet the bandwidth requirement.
- b. The ISP should have a fully functional Customer Service Centre in Amritsar which is operational 24 hours.
- c. The ISP should have adequate bandwidth at the backend to provide the desired services along with the proof.

- d. The ISP should have experience in implementing at least 10 Internet Leased Lines in this region.
- e. 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. The tenderer should quote the minimum and maximum period he will take to install the link. The supply shall actually be deemed to have been completed on the actual date of installation.

### **4. Earnest Money**

**Tenderer shall deposit Earnest Money of Rs. 1,00,000/- (One Lakh Rupee Only) 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 below:

**Bandwidth Charges:** Bandwidth Charges are payable quarterly after the quarter ends. For this, the ISP will raise the bills in the first month of the 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 a minimum of 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 the vendor, from any other source, and shall raise bills to the vendor. The 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 a 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 down.

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

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

**The Total Amount after the negotiation(Less Service Tax) x Minutes lost beyond 30 minutes**

***2 x 365 x 24 x 60***

Penalty amount shall be calculated at the end of each quarter.

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

The Vendor will maintain the equipment/services for efficient running at all times. However, the average uptime during a quarter should not be less than 99%, and will be liable for a 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 down.

**Uptime shall be calculated as:**

***(Total Time – Down Time) x 100***

***Total Time***

The response time for attending to 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 24x7, 365 days.

The vendor will do preventive maintenance once a quarter to upkeep 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.

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

The client shall move the equipment from one location to another with the help of the 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 favor 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 at 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 is another 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 practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The client may terminate this contract, by giving written notice of a minimum of 30 days to the ISP, if as a result of Force Majeure, the ISP is 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 the contract:

- a. **Provision of Internet Bandwidth connectivity at the office of SGPC, Amritsar**
- b. **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 a third party.**
- c. All interactions with other agencies like the basic service provider and hardware vendors during the concurrency of the contract may be required for the provisioning of services as per the contract.
- d. All repairs and maintenance of the equipment installed for the provisioning of services. The equipment like four modems, cables, racks, etc will remain in your charge during the concurrency of the contract.
- e. Demonstration of the uplink and downlink from your International gateway located to the department as and when required.
- f. Providing MRTG reporting of the Internet Connectivity port on the Internet.
- g. Provision of backup 300 Mbps (1:1) at your end without any additional charges.
- h. **In case of the main link is down, connectivity must shift to the backup link automatically without any delay or raising complaints. Testing of the automatic backup link will be done on the day of installation; failure in successful testing will lead to cancellation of the contract.**
- i. **Bidder has to provide a pool of 10 static IP addresses.**
- j. The Internet Bandwidth should be on a 1:1 basis from your international gateway up-till USA.
- k. Latency should be less than 350 msec from the router port of SGPC to the 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<br>(With Telephone & Fax No.)   |  |
|  |  |  |
|  |  |  |
|  |  |  |
| 6                                      | ISP Category   |  |
|  | License No.  |  |
| 7                                      | Service facilities available for maintenance<br>(Address of the fully functional Service center) |  |
|  |  |  |
|  |  |  |
| 8                                      | Bandwidth Availability Along with Proof  |  |
| 9                                      | No of Internet Nodes operational<br>(List of Nodes be attached)                                  |  |
|  |  |  |
| 10                                     | Tenderer's proposal number & date  |  |
| 11                                     | Name & address of the officer<br>to whom all references shall<br>be made regarding this tender   |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| 12                                     | Name of<br>the organizations where the<br>implementation<br>of the 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.**

|                    |  |                    |  |
|--------------------|--|--------------------|--|
| <b>Witness:</b>    |  |                    |  |
| <b>Signature</b>   |  | <b>Signature</b>   |  |
| <b>Name</b>        |  | <b>Name</b>        |  |
| <b>Designation</b> |  | <b>Designation</b> |  |
|                    |  |                    |  |
| <b>Address</b>     |  | <b>Address</b>     |  |
|                    |  |                    |  |
|                    |  |                    |  |
| <b>Company</b>     |  | <b>Company</b>     |  |
| <b>Date</b>        |  | <b>Date</b>        |  |

**Company  
Seal**

**(With name & designation of the person signing the tender)**

