

**Tender Document for STM1 Based Internet Connectivity at BBSBEC
Fatehgarh Sahib (from 01/10/2017 to 30/09/2018)**

a) Pre-Qualifying Document shall consist of following:

- i.) A photocopy of the document showing ISP License No. (With date) and the category of ISP along with copy of the License agreement for internet service issued by Govt. of India to be enclosed.
- ii.) Copy of valid income tax certificate.
- iii.) Name of the organizations where such projects have already been implemented. Copy of certificates from earlier clients for successful implementation of Leased lines Internet Access.
- iv.) Address and details of 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 must be duly filled, signed and complete in all respects and 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:

1.1 Bidders should be a category A/B Internet Service Providers. The ISP must have the requisite infrastructure and resources to successfully execute the order/project and provide services in BBSBEC, Fatehgarh Sahib. The ISP should have a valid ISP license from Government of India.

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

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- 1.3 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 is in 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.
- 1.4 The connectivity should be on Dual ring fiber network (local loop) of a licensed based telecom service provider to the locations as specified or required. This wired link should be of STM1 based and scalable in case of increase in requirement.
- 1.5 The 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.
- 1.6 ISP should bear financial penalties for any delay in installation due to non availability of approvals and violation if any.
- 1.7 50 Mbps backup link should be based on RF/Wireless. In case of main OFC Breakdown, system should auto –switch to RF backup link and later on auto-switch back to OFC when it is up again.

2. Eligibility Conditions

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

- 2.1 The tenderer (Internet Service Provider) must have a valid A/B category license from Govt. of India, must have requisite infrastructure and resources to successfully execute the project and provide services in Institute.
- 2.2 The ISP should have fully functional Customer Service Center in or within close vicinity of Fatehgarh sahib which is operational 24 hours.
- 2.3 The ISP should have adequate bandwidth at the back end to provide the desired services. A proof of the same must be enclosed.
- 2.4 The ISP should have experience of implementing connectivity of similar or more Bandwidth in at least 3 internet leased lines in this region.

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

3. DELIVERY PERIOD AND INSTALLATION

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

4 SCHEDULE OF PAYMENT:

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

4.1 Bandwidth Charges: Bandwidth Charges are payable quarterly after the completion of quarter. For this the ISP will raise the bills at-least one month in advance before the start of the next quarter.

4.2 Hardware Charges/Local Loop Charges: All the hardware/ equipment will be provided and maintained by the vendor, no separate rent/cost would be paid for that.

5 WARRANTY PERIOD:

5.1 The Vendor will be responsible for the comprehensive maintenance during the warranty period of minimum one year after the acceptance of installation and testing of hardware. In case of any discrepancy, the Principal, BBSBEC, Fatehgarh Sahib will have the right to arrange maintenance at the risk and cost of the vendor from any other source and shall raise bills on the vendor. The vendor shall clear such bills within seven days failing which the bill amount will be deducted from the quarterly payment(s).

5.2 The vendor will also maintain the equipment/services in an efficient running at all times during its warranty period. However, average up-time 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 at the rate of 1% of the cost of the total fixed cost. Even if a peripheral or part of the system is not working, the system will be considered as down.

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5.3 If the vendor does not provide necessary hardware to run the required service efficiently within ten days then the vendor will be liable for penalty @1% of the cost of the total fixed cost.

5.4 If the line remains down for more than 10 minutes, it shall attract penalty which will be computed in the following manner:

$$\frac{\text{The Total Amount after the negotiation(Less service tax) * Min. Time lost beyond 10 min.* 8}}{365 \times 24 \times 60}$$

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

5.5 It is the duty of vendor to revise the prices at the end of each quarter and passes onto BBSBEC, Fatehgarh Sahib automatically if the prices for similar type of services are offered at lower prices by reputed competitors.

5.6 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 cost. Even if a peripheral or part of the system is not working, the system will be considered as down.

5.7 Up-time shall be calculated as:

$$\frac{(\text{Total Time} - \text{Down Time}) \times 100}{\text{Total time}}$$

5.8 The response time for attending the faults will be 4 hours after they are reported to the vendor. The vendor will rectify the faults within 8 hrs failing which; the vendor will arrange temporary replacements. The services shall be provided 24 X 7 X 365 days.

5.9 The vendor will do preventive maintenance (PM) once a quarter for up keep of the systems running. This schedule will have to strictly adhered to sby him. PM should generally be done on non working days/beyond general shift hours.

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

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

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

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

6 “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 favors of the client in such forms as shall be required by the client after the works are finally accepted.

7 ISP’s Personnel

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

8 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.

9 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 the contract, the ISP shall deliver all such documents to the client under the contract along with the detail inventory thereof.

10 Confidentiality

The ISP or the 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 clients' Business or operations without the prior written consent of the client.

11 Force Majeure

11.1 Notwithstanding the provision of the tenders, the ISP shall not be liable forfeiture of the performance security, liquidated damages or terminations for default, if and to the extent that, its delay in performance and other failures or to perform its obligation under the contract is the result of an event of force majeure.

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11.2 For the purpose of the 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.

11.3 If 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 obligation under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12 Termination of Contract:

12.1 The client may terminate this contract, by giving a written notice of minimum 30 days to the ISP.

12.2 The ISP can withdraw from the contract, by giving atleast 90 days notice in writing.

12.3 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 shortlisted ISP would be responsible for the following during the period of contract:

13.1 Provision of internet bandwidth connectivity at BBSBEC, Fatehgarh Sahib.

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

13.3 All repairs and maintenance of the equipment installed for the provision of services. The equipment like modems, cables and racks etc will remain in ISP’s charge during the concurrency of contract.

13.4 Demonstration of the up-link and down-link from the ISP gateway as and when required.

13.5 Providing MRTG reporting of the internet connectivity port on the internet updated regularly.

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- 13.6 The internet Bandwidth should be STM1 based, uncompressed 1:1 full duplex basis, to customer premises should be through wired media (fiber cable)
- 13.7 The ISP will provide a pool of at least 32 global Ipv4 addresses. The ISP must ensure that the IP subnet is not being blacklisted/blocked anywhere.
- 13.8 The ISP will provide DNS hosting for clients domain names.
- 13.9 The ISP will provide reverse DNS entries for client mail servers.
- 13.10 Latency in Worst case should be less than 350 msec from router port of BBSBEC to peering point (US End).
- 13.11 ISP will be required to provide the simultaneously up-link and down-link reports, latency demonstration at the time of commissioning and billing will start only after compliance is met with. Such reports can be asked from time to time.

14 Non Provisioning Penalties:

Following are important issues & respective penalties in case of their non provisioning apart from the internet connectivity. Non Provisioning of any of these shall attract a penalty equal to the amount mentioned against them.

- a.) The wireless back up link. (10% penalty of yearly bill amount)
- b.) The underground fiber link. (Additional 5% penalty of yearly bill amount)
- c.) The IP Pools. (Additional 5% penalty of yearly bill amount)
- d.) Dual Ring Connectivity. (Additional 5% penalty of yearly bill amount)

15. Disputes:

Any dispute whatsoever will be subjected to the jurisdiction of Fatehgarh Sahib Courts only.