

TENDER DOCUMENT

Name of work:

Providing **25 Mbps Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared) for a period of (03) three years** at RCB in NCR-Biotech Science cluster,

Village-Bhankri, Gurgaon-Faridabad

Expressway, Faridabad -121004 (Haryana)

CLIENT:

EXECUTIVE DIRECTOR, RCB GURGAON

TENDER NOTICE

Tender No.- RCB/IT/BSC/2014-15

Date: 24.10.2014

Regional Centre for Biotechnology invites sealed tenders in the shape of Two Bid System (Techno commercial Bid & Price Bid) i.e. from reputed Indian Firms/Agencies/Govt. Licensed firms for 25 Mbps Internet Connectivity Leased Line ((OFC) (1:1) uncompressed & unshared with last mile on fiber) with provision for expansion upto 100 mbps during the currency of the contract at RCB in NCR –Biotech Science cluster Faridabad for three years: -

Description	EMD (in Rs.)	Last Date & Time for submission of tenders	Date & Time for opening of Technical Bids	Validity of offer
25 Mbps Internet Connectivity Leased Line (OFC) (1:1 Uncompressed and unshared) at RCB in NCR Biotech Science Cluster, Faridabad	20000/- Through Demand Draft In Favour of Executive Director, Regional Centre for Biotechnology payable at Gurgaon	10.11.2014 3.00 p.m	10.11.2014 3.30 p.m	120 days

The above tender document can be downloaded from our web site

All tender related queries may be addressed to tender@rcb.ac.in; tender document available from www.rcb.ac.in & www.rcb.res.in.

Note: TENDER RECEIVED AFTER STIPULATED DATE & TIME SHALL NOT BE CONSIDERED.

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Part - I

(Techno Commercial bid)

1. Introduction:

Regional Centre for Biotechnology has a plan to install a 25 Mbps Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared) with provision of expansion upto 100 mbps during the currency of the contract to be installed at its permanent campus at the NCR Biotech Science Cluster, at Faridabad, Bhankri Village for a period of (03) three years on rental basis. This is required for the purpose of connectivity for Internet services of RCB in NCR. The following document, in its entirety, has been brought out as both a bid specification to outline the requirements for the works to be provided, and a basis for proposal submission by the bidder.

2. Scope of the work:

To provide a 25 Mbps Internet leased line (with provision of expansion upto 100 mbps during the currency of the contract) connectivity on uncompressed, unshared leased line (OFC) (1:1) at RCB in its permanent campus at the NCR Biotech Science Cluster, Faridabad, Bhankri Village on rental basis. This includes installation, commissioning, testing & up keep of the complete link for three years period. The connectivity will be through dedicated Internet service. The hardware and software required for the establishment of fully functional leased line will be provided by the bidder on rental basis. The minimum guaranteed bandwidth taken from the Bidder is 25 Mbps.

3. Pre qualification Criteria: Mandatory (*Tenderers not meeting the criteria will not be considered*)

- 3.1 The bidder should be the Tier 1 national ISP and should have a valid Category "A" ISP license from Govt. of India (Attach a copy of license).
- 3.2 The bidder should be financially sound with a minimum average annual turnover of Rs. 3 crore during last 3 financial years. The proof of turn over should be submitted in the form of Audited Annual Reports.
- 3.3 ISP must have DOT license to set up and operate International gateways. ISP must have distributed minimum 100 Mbps of International Internet bandwidth to its clients (Attach certificate).
 - a) 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).
 - b) The list of existing enterprise customers of Internet Bandwidth (10 Mbps or more) should be provided along with feedback.
 - c) The bidder should have at least one International Point of Presence for peering with Tier 1 carriers and local peering within India with at least one other ISP.

- 3.4 a) The quotation should clearly indicate the different components of the total charges- recurring (annual) and non-recurring (one time) for bandwidth and equipment supplied.
- b) The firm must give compliance statement of all the identical items along with all terms and conditions. Deviations, if any, should be clearly indicated in remarks in separate deviation sheet.
- 3.5 a) The ISP should have a fully functional **Customer Service Centre in New Delhi**/Faridabad which is operational 365X7X24 hours. (Attach Certificate)
- b) 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. Bidder will be responsible for making all the payments towards the local loop charges/rentals/WPC charges etc.
- c) Liaisoning (if required) with other firm(s) for obtaining point to point connectivity between ISP node and RCB in NCR shall be the responsibility of quoting firm.
- d) The Price bid will be considered only when it qualifies technically.
- e) Regional Centre for Biotechnology reserves the right to carry out the capability assessment of the bidder and the decision of RCB shall be final in this regard.
- f) ISP must clearly state in technical bid that financial bid contains all components viz. recurring, non-recurring, bandwidth charges etc. as mentioned above.
- g) Quoting firms must put page number on every page of the bid. It is also required that page nos. of the documents attached should be mentioned against each item of the main bid.
- h) Every bid document should be signed and stamped by authorized signatory.
- i) PERIOD OF INTERNET CONNECTIVITY SERVICE CONTRACT: - The Internet Connectivity contract shall be initially for a period of (03) three year.

Bidders not complying with above conditions or not providing complete Documents/ information as described above shall not be considered and hence out rightly rejected.

4. Special Conditions of Contract (SCOC):

4.1 NATURE OF TENDER: It is a two part tender namely:

Part-I: “Techno Commercial bid” and

Part-II: “Price Bid”

4.1.1 Part-I: Techno Commercial bid: It consists of followings:

Detailed technical aspects, scope of work, commercial terms, payment terms, completion time, validity of offer etc.

4.1.2 Information / documents furnished by the bidders in support of meeting the pre-qualification criteria, general terms and conditions and Special terms and conditions.

- 4.1.3 Demand draft or Pay order for Rs.20,000.00 towards EMD drawn in favour of Executive Director, RCB payable at **Gurgaon**.
- 4.1.5 Bid document duly signed by the bidder (in each page) along with signed **blank price bid** (Part II of tender document), Deviation statement as per Annex IV of tender document, filled Annexure I, II and IV of tender document.

4.1.6 **Part-II: “Price bid”:**

Price for each of activities mentioned in part II of tender document as per Annexure -III is to be quoted separately in the price bid format attached as part II of tender document, duly signed by the tenderer.

4.2 **BID SUBMISSION METHOD: Bids must be submitted in sealed cover as follows**

One sealed cover (Envelope) containing techno commercial bid as per clause 4.1.1 to 4.1.5 and clearly superscripting the cover as **“Techno commercial bid for 25 Mbps Internet connectivity Leased Line for RCB”**. Document / declaration in support of pre qualification as per clause 3.1 to 3.6 of tender should be put in a separate envelope super scripting **“Pre qualification”**, sealed and to be put inside the same envelope for techno commercial bid.

4.2.1 The 2nd sealed cover shall contain the price bid and clearly stating on the cover as **“Price bid for 25 Mbps Internet connectivity Leased Line for RCB”**.

4.2.2 Above mentioned two envelopes to be wrapped in another sealed cover super scripting **“Techno-Commercial bid and Price Bid for 25 Mbps Internet connectivity Leased Line RCB in its permanent campus at the NCR Biotech Science Cluster, Faridabad, Bhankri Village ”** along with **tender no.** and due **date of opening**.

- N.B.: 1. Any corrections in the bid document should be authenticated by the bidder by putting signature with stamp.
2. The price bid enclosed by the bidder along with the techno-commercial bid instead of keeping it in a separate cover shall be out rightly rejected.

4.3 **Opening of tenders:**

4.3.1 All the tenders received up to the time and date of opening will only be considered for opening and tenders received late shall not be considered under any circumstances.

4.3.2 The techno commercial bids shall be opened on the tender opening day in presence of the bidders, if present at the time and day of opening.

4.4 **Cost of tender document, Earnest Money deposit (EMD) :**

4.4.1 Earnest Money deposit (EMD)

The bidder is required to deposit Earnest money deposit of Rs **20,000.00** (Rupees twenty thousand only) by crossed demand draft or Pay order in favour of “Executive Director, RCB” payable at Gurgaon along with Part-I (Techno-commercial bid) of the tender. No interest shall be paid on the amount of such deposit. The EMD shall be

returned/ refunded to the unsuccessful bidders within 30 days of award of work, without any interest.

4.4.2 EMD shall be forfeited if:

- a) The bid is revoked during its validity period.
- b) The bidder indulges himself in any undesirable practice or malpractice at any time, which would include the instance of a bidder after submission of tender and during the tender validity period resilient from his offer or modifies the terms and conditions thereof.
- c) The prices are increased unilaterally during validity of offer by the bidder,
- d) The successful bidder does not convey his written acceptance within a maximum period of 15 days of the order placed on him.
- e) The bidder withdraws or modifies his tender without consultation & approval of RCB, within 120 days from the date of opening or within the extended period of validity for any reason whatsoever.
- f) The successful bidder fails to start the work within the reasonable period or fails to show reasonable progress in execution of the work / contract.

4.5 Evaluation of bid:

4.5.1 Techno-commercial bids of those bidders who satisfy pre qualification criteria as per clause no. 3.1 to 3.6 of this tender will only be evaluated by an evaluation committee nominated by competent authority to conclude the tender. Price bids of bidders who are techno-commercially eligible as per evaluation committee will only be opened. L1 (lowest bid) will be decided on overall L1 basis (as mentioned in price bid) Annexure-III.

4.5.2 Unless otherwise stated in the price bid, it will be construed that the price quoted is inclusive of all taxes and duties. No claim in this regard will be entertained at a later stage.

4.5.3 The price quoted by the bidder should be final and no escalation shall be permitted during the contract period except for statutory levies enhanced or introduced subsequent to the date of submission of the price bid duly supported by documentary evidence.

4.5.4 If the cost of International Bandwidth is reduced during the period of contract, the benefit of the same shall be equally passed on to RCB.

4.5.4 RCB in principle does not encourage arrangement of transportation, boarding and lodging. Therefore, the bidder should include this element of cost if any in price bid.

4.6 Payment terms: The payment schedule shall be as follows:

4.6.1 PRICE SCHEDULE for (Price Bid)

A) Band Width charges / or Annual Port Charges

25 Mbps of Internet Bandwidth (OFC) (1:1 uncompressed and unshared) from RCB in NCR to International Internet gateway of ISP.

B) Local Loop charges

- a) One time installation & Configuration charges
- b) Annual rentals (Recurring charges)
- c) Any other charges (To be specified)
- d) WPC and other clearance charges

C) Hardware/Software charges RCB in NCR will not purchase any hardware /software and firm will have to provide all the required hardware/software on rent to make the leased line fully functional as per specification.

RCB 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.

4.6.2 SCHEDULE OF PAYMENT:

Mode of payment will be subject to the following conditions on various tasks as under:

Bandwidth Charges:

Bandwidth charges are payable post quarterly after raising the bill by the successful ISP. For this ISP will raise the bills at-least fifteen days in advance before the end of each quarter.

ISP will be responsible for making payments related to WPC and other clearance charges, if any. RCB, will not pay any amount to WPC or any other agency directly for any purpose related to commissioning or rental of leased line.

OTHER TERMS & CONDITIONS:

- a) Bid should accompany an earnest money deposit of Rs.20,000/- in the form of a Demand Draft drawn in favour of the **RCB in NCR** payable at Gurgaon on a scheduled / nationalized bank. This amount will be treated as Performance guarantee in case of successful Bidder (ISP).
- b) Bidder should submit valid documentary proof of VAT/ Service Tax Registration Number as applicable and the details of income tax registration (PAN)
- c) RCB in NCR reserves the right to verify/seek confirmation of all original documentary evidence submitted by bidders in support of above mentioned specifications genuineness for eligibility criteria 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.
- d) Parallel Rate Contract : RCB in NCR reserves the right to conclude parallel RC with other suppliers during the currency of the Contract. RCB however doesnot guarantee for the quantity to be purchased during the currency of this agreement. RCB in NCR further reserves the right to purchase any quantity outside the contract in case of urgent demand arising out of official exigencies any time during the contractual period.

NB: All taxes and duties will be paid as per actual and against documentary evidence.

4.7. RESPONSIBILITIES UNDER THE CONTRACT:

The ISP would be responsible for the following:

1. To provide 25 Mbps Internet connectivity (Leased Line) at RCB in NCR on yearly rental basis.
2. Internet Router Port at ISP Gateway for required Bandwidth and 32 Public IP addresses of ipv4 pool and 64 Public IP addresses of ipv6 pool.
3. Installation, commissioning, configuring of the link and hardware/software (Mux, Modems and Router etc. to make line fully functional at 25 Mbps.).
4. Maintenance support service (24 hours and 7 days a week) for Bandwidth and equipment.
5. **ISP or authorised person from ISP will be required to sign Service Level Agreement.**
6. **Either party may terminate the contract after giving three months notice.**
7. ***In case of the above parameters going out of specifications, RCB in NCR will be compensated adequately in respect of the extended time for the loss of hours in service. Also, if services are not found satisfactory, RCB in NCR reserves the right to cancel the contract within one-month.***

4.8 Completion period:

4.8.1 The successful bidder should take all care to complete the contract within 1 month from the date of award and acceptance of contract.

4.8.2 DELIVERY PERIOD & INSTALLATION:

The delivery period of the said tasks/services should be adhered to as will be mentioned in the Award of Contract.

Bidder should quote the minimum and maximum period (within one month) that he will take to install/operate the link at **RCB in NCR**. The supply shall actually be deemed to have been completed on the actual date of installation.

4.9 **Liquidated damages (LD):** The bidder shall take appropriate steps to ensure that the installation 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 or part thereof for unfinished part of contract will be recovered subject to maximum of 5% of the total order value from the amount immediately due to the contractor.

4.10 **Taxes and duties:** All taxes and duties shall be paid against documentary evidence. In case of service tax, the same shall be paid only to those bidders who have service tax registration for the said job and billing on RCB in NCR is made in terms of the guidelines stipulated in the service tax rules/act.

- 4.11 **Income tax:** Income tax at applicable rate shall be recovered.
- 4.12 **Sub-contracting or sub-letting:** The bidder is prohibited from sub-contracting or sub-letting of the work to any other agency.
- 4.13 **Validity of offer:** Offer submitted by the bidder should be valid for a minimum period of 120 days from the date of opening of price bid.
- 4.14 **Warranty:** The Bidder will be responsible for the comprehensive maintenance for the entire warranty period of three years. Warranty period will start after the acceptance of installation & testing of complete connectivity.
- (a) The Bidder will do preventive maintenance once in each quarter for efficient running & upkeep of the Systems running.
 - (b) The schedule will have to be adhered to strictly by him.
 - (c) 99.5% Uptime shall be calculated as $(\text{Total Time} - \text{Down Time}) \times 100 / \text{Total Time}$ on quarterly basis.
 - (d) Deduction in payment will be made for downtime in the quarterly bills raised by the ISP.
 - (e) The response time for attending the faults will be four hours (maximum) after they are reported to the Bidder.
 - (f) The Bidder will rectify the faults within 24 hours failing which; the Bidder will arrange temporary replacements. The services shall be provided 24 hours & 7 days in a week.
- 4.15 **Cancellation/Termination of order by AIR:** In cases where the contractor fails either to accept the order or to acknowledge the order without any pre-conditions within the stipulated time or fails to start the work according to the work schedule or fails to ensure satisfactory progress of the work, RCB in NCR reserves the right to cancel/terminate the contract by giving 30 days notice at the cost and risk of the contractor.
- 4.16 **Arbitration:** All disputes or differences whatever arising between the parties and RCB & THSTI in NCR shall be settled by the sole arbitrator appointed by RCB & THSTI in NCR. No objection shall be raised on the ground that the arbitrator so appointed is an employee of RCB & THSTI in NCR 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.
- 4.17 **Deviation:** Any deviation from tender conditions has to be mentioned in a format as attached as Annex III with reason for deviation. However RCB & THSTI in NCR reserves the right to reject any such deviations. Deviations mentioned in any other place without a mention in Annex III will be ignored.
- 4.18 **Risk Purchase** In the event of any breach by the successful bidder (on whom contract is placed) of any of the terms of this contract, if in the opinion of RCB in NCR, the performance of the successful bidder (on whom contract is placed) is found not to be satisfactory or RCB in NCR has any reason to believe that the successful bidder (on whom contract is placed) is not carrying out the work to the best advantage of RCB in

NCR , RCB in NCR shall reserve their right to terminate the contract without notice and without prejudice to the claim of RCB in NCR against the successful bidder (on whom contract is placed) for damages and the successful bidder (on whom contract is placed) shall have no claim against RCB for any compensation for such termination.

In case the successful bidder (on whom contract is placed) fails to perform any of the works within the time provided for performance of the same or in case the successful bidder (on whom contract is placed) commits breach of any of the covenants, stipulations and agreement herein contained, and on his part to be observed and performed then and in any such case, it shall be lawful for RCB to arrange such contract from alternate sources by an order in writing and to put to an end to this contract and in case RCB shall have incurred or sustained or been put to any loss, costs, charges or expenses by reasons of such contract from alternate source as a consequence of termination of the contract, it shall be lawful for RCB to forfeit the security deposit cum performance guarantee and also to recover the costs, damages, expenses etc in and out of any money for the time being payable or owing to the suppliers under or/by virtue of this contract or otherwise to pay and reimburse all such costs, damages and expenses they have sustained, incurred or been put to by any reason of such contract from alternate source having been carried out otherwise or by reason of this contract having been put an end to as aforesaid. The risk purchase clause stated above is applicable in AMC period also.

4.19 **Service Level Agreement**

- a. 25 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 RCB in NCR to ISP's tier 1 peering point.
- d) Network Availability: More than 99.5 % per quarter.
- e) Reports for performance, monitoring /usage to be submitted by the ISP on weekly or monthly basis or as per requirement of RCB & THSTI in NCR.
- f) The bidder will provide the facilities to measure the above parameters at RCB. 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, RCB in NCR will be compensated adequately in respect of the extended time for the loss of hours in service. Also, if services are not found satisfactory, RCB in NCR reserves the right to cancel the contract within three-months.

Anexure-I

4.20 Technical specification and requirements for 25 Mbps Internet connectivity Leased Line (1:1 uncompressed and unshared with last mile on fibre) for IT Division of RCB in NCR for a period of (03) three years

Sr. no	Technical Specification for Internet Leased Line Connection	Complied (Yes/No)	Deviation if any
1	The bidder should be the Tier 1 national ISP and should have a valid Category "A" ISP license from Govt. of India (Attach a copy of license).		
2	The Internet connectivity leased line should have fully dedicated (1:1), unshared & High Quality 25 Mbps symmetric bandwidth without any compression factor through Optical Fiber cable.		
3	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		
4	The ISP/bidder should have Network Operation Centre (NOC) for trouble shooting around the clock		
5	Internet Router Port at ISP Gateway for required Bandwidth and 32 Public IP addresses of ipv4 pool and 64 Public IP addresses of ipv6 pool.		
6	The bidder should furnish a detailed network/ schematics diagram of total solution proposed showing connectivity from ISPs gateway Terminal Point to required locations of RCB at NCR		
7	The connectivity from the POPs of service providers to RCB in NCR, premises shall be through Optical Fiber Media		
8	All the equipments supplied by the bidder should be capable of handing higher band width in case up gradation is required in the later stage.		
9	Any Software and Hardware required establishing the purchased bandwidth will be provided by bidder to make leased line fully functional		
10	The bidder should submit technical literature explaining the proposed implementation diagram with the technical bid		

11	The bidders should have Direct \ toll free number to register complaints round the clock (24x7), Maintenance support service (24 hours and 7 days a week)		
12	All the POPs from where the ILL bandwidth is provided to IT division of RCB in NCR should have redundancy of equipments, links, power, backhaul connectivity etc. Service provider needs to confirm it in writing.		
13	The ILL links should be available in full duplex mode which must be demonstrated to Engineers of RCB in NCR		
14	The service provider should have independent Network Operation Centre with 24x7 supports to take care of the ILL link management requirements. The service provider should furnish details of Toll Free number reachable from BSNL/MTNL Landline phones for logging complaints		
15	Service provider has to provide facility to RCB in NCR, to monitor the SLA (Service level Agreement) parameters (as per Para 4.19) and log the Trouble tickets on line. RCB in NCR 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 uncast(frame/sec), Bandwidth availability, Packet loss (in %), Latency of links etc. through any network monitoring tool / web browser provided by service provider.		
16	The service provider network should be backed by availability of service centers/service personnel in New Delhi/ Faridabad to attend faults.		
17	<p>RCB in NCR 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 RCB in NCR. 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 < 250 Millisecond during peak traffic hours</p> <p>d. Packet Loss < 0.5%</p> <p>Facilities of testing above parameters will be provided by the Bidder / ISP</p>		

Annexure-II

4.21 Client List

Details about the client where the bidder executed similar solution.

Sl. No	Name of client & office address of contract Person with phone no	Nature of operation of client (Manufacturing / trading / others)	Whether Multi location client (Yes/No)	Name of contract	Start year of contract	Compliance year of contract	Whether support service attached
1							
2							
3							
4							

Note: The bidder is required to provide execution of at least a 10 Mbps Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared) at least for **three clients** in the above format with necessary supporting documents

4.22 Deviation Statement

Deviation Sr. No.	Page Sr. No. or enclosure reference of the tender document	Clause number for which the deviation is sought	Brief text description of the clause	Reasons for deviation	Suggested alternative

Part II

Price Bid

Annexure-III

TENDER DOCUMENT FOR 25 Mbps Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared) for RCB at NCR for a period of (03) three years

(This shall be detached and submitted as PRICE BID)

SI No	No. of links / Speed	Unit Rate per year	Yearly Cost	Two Year Cost	Three Year Cost
1	A) Bandwidth Charges: One no. 25 Mbps Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared) at IT Division of RCB in NCR to ISP gateway				
2	Applicable taxes on above 1 a. b. c.				
3	B) One time installation & Configuration charges				
4	Applicable taxes on above 3 a. b. c.				
5	C) Annual rentals (Recurring charges)				
6	Applicable taxes on above 5 a. b. c.				
7	Total (1+2+3+4+5+6)				
8	D) Any other charges (To be specified) (if any)				
9	Over All Total (7+8))				
10	Over All Total in Words				
	Note: 1. Order shall be placed on the party who quotes over all lowest rate (10). 2. In case of confusion of unit rate against total price, unit rate will prevail for evaluation. 3. In case of confusion in word and figures in quoted rate / total price of any item, rate / total price quoted in word will prevail. Similarly in case of confusion in word and figures in overall price, price quoted in words will prevail.				

Signature of the authorized representative of the bidder

Name:

Designation

Date

Seal