

TENDER

FOR

**Supply, Installation, Commissioning
and Maintenance of 15 Mbps Internet Leased Line
at NSIC Head Office, Okhla, New Delhi for Three Years.**

Tender Inquiry No. – NSIC/HO/TISDC/25

**National Small Industries Corporation Limited
(A Government of India Enterprise)
NSIC Bhawan, Okhla Industrial Estate,
New Delhi – 110020**

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NOTICE INVITING TENDER

Subject:- Supply, Installation, Commissioning and Maintenance of 15 Mbps Internet Leased Line at NSIC Head Office, Okhla, and New Delhi for Three Years.

Sealed quotations are invited in two bid systems (Technical & Commercial bid in two separate sealed envelopes contained in one bigger envelope) for “Supply, Installation, Commissioning and Maintenance of 15 Mbps Internet Leased Line at NSIC Head Office, Okhla, New Delhi for Three Years” as detailed below:

Requirement	Supply, Installation, Commissioning and Maintenance of 15 Mbps Internet Leased Line (1:1 uncompressed and unshared with last mile on fiber optic) at NSIC Head Office, Okhla, New Delhi for Three Years.
Technical Bid	Format & Requirements for submission of Technical Bid is placed at Annexure- ‘A’.
Commercial Bid	Format & Requirements for submission of Commercial Bid is placed at Annexure-‘B’.
Cost of Tender Documents	Rs. 500/- (Rupees Five Hundred only) (Registered Bidders as detailed in “Instructions to the Tenderers” at SI No. 2 of Page no 3 are exempted).
Earnest Money Deposit along with Tender	Rs.18,000/- (Rupees Eighteen Thousand only) (Registered Bidders as detailed in “Instructions to the Tenderers” at SI No. 2 of Page no 3 are exempted).
Date of Release of Tender	12th April 2018 at 15:00 hours
Last date of submission of Tender	24th April 2018 at 15:00 hours
Date of opening of Technical Bid	24th April 2018 at 15:30 hours
Address for Tender inquiry & Delivery	Chief General Manager (TISDC) National Small Industries Corporation Limited (A Government of India Enterprise) NSIC Bhawan, Okhla Industrial Estate, New Delhi– 110020

INSTRUCTIONS TO THE TENDERERS

1. Tender documents can be downloaded from the website of NSIC, www.nsic.co.in from April 12, 2018 to April 24, 2018. The cost of tender document is **Rs. 500/- (Rs. Five hundred only)** may be enclosed in the form of demand draft only drawn in favour of **“The National Small Industries Corporation Ltd.”** payable at New Delhi **shall be submitted along with Technical Bid.**
2. The **Earnest Money Deposit** of **Rs. 18,000/- (Rupees Eighteen thousand only)** by way of **demand draft** only drawn in favour of **“The National Small Industries Corporation Ltd.”** payable at New Delhi **shall be submitted along with Technical Bid.**

The offers without EMD will be rejected. However, there is exemption of EMD and Tender fee applicable to the units registered with Central Purchase Organization (DGS&D), The National Small Industries Corporation (NSIC) or the concerned Ministry or Department as defined under Rule 157 of General Financial Rules (GFR), 2005. Further exemption will also be provided as per the “Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012”

A copy of valid certificate/ proof of registration must be enclosed along with the Technical bid for availing exemption.

3. The Bidder/Service Provider must submit an undertaking on its letter head that they have not been blacklisted by any Government Department (Central/ State/ Autonomous/PSU) in India. Self-declaration is required as per Annexure C.
4. **Tender shall be duly, properly and exhaustively filled in. All pages of the tender should be signed with stamp by the Authorized Signatory of Bidder/Service Provider with company stamp on all the pages of this tender.**
5. Any cutting/over writing etc. in the tender must be signed by the person who is signing the tender. The rates and units shall not be overwritten. **The financial figures in commercial bid shall always be both in figures and words. In case of any discrepancy in figures and words, the amount written in words shall be considered.**
6. The Bidder/Service Provider shall submit the copy of PAN, GST Registration Number along with the Technical Bid of the tender document.
7. The Bidder/Service Provider may visit the site prior to submitting their offer in order to conduct the feasibility study for laying the fiber optic cable up to server room at NSIC Head Office, Okhla, New Delhi.
8. The tender shall be placed in a properly sealed bigger envelope addressed to:

**Chief General Manager (TISDC),
National Small Industries Corporation Limited,
(A Government of India Enterprise),
NSIC Bhawan, Okhla Industrial Estate Phase – III,
New Delhi– 110020**

and the said **bigger envelope shall contain two separate sealed envelopes containing Technical & Commercial bids.**

9. The bigger envelope shall be super-scribed as “Supply, Installation, Commissioning and Maintenance of 15 Mbps Internet Leased Line at NSIC Head Office, Okhla, New Delhi for Three Years”. The two sealed envelopes inside the bigger envelope must be super-scribed as:
- A. **Envelope No-1:** *The said envelope is for Technical bid & shall be super-scribed as “Supply, Installation, Commissioning and Maintenance of 15 Mbps Internet Leased Line at NSIC Head Office, Okhla, New Delhi for Three Years - TECHNICAL BID”*
 - B. **Envelope No-2:** *The said envelope is for Commercial bid & shall be super scribed as “Supply, Installation, Commissioning and Maintenance of 15 Mbps Internet Leased Line at NSIC Head Office, Okhla, New Delhi for Three Years – COMMERCIAL BID”*
10. Technical bid will be opened on April 24, 2018 at 15.30 hours in the office of Chief General Manager (TISDC). A representative of the Bidder may be present at the time of opening of the tender. The date for opening of second envelope containing commercial bid will be intimated to the technically qualified bidders separately.
11. NSIC reserves the right to accept or reject any or all of the bids received in response to the above referred invitation at any point of time, without assigning any reason.
12. In the event of any dates mentioned in the tender document is declared as holiday for NSIC, the bids will be received / opened on the next working day at the appointed time.
13. This tender document is not transferable.

We confirm with our acceptance to the Instruction to the Bidder/Service Provider at S.No. 1 to 13 as stated above.

Signature of the Bidder/Service Provider with stamp

TERMS AND CONDITIONS OF THE TENDER

1. Qualifying Conditions for Eligible Bidder: -

- a) The Bidder/Service Provider should have Category 'A' Internet Service Provider (ISP) license from Govt. of India (Attach a copy of license).
- b) The Bidder/Service Provider should have annual turnover of atleast Rs. 500 Crore (Rupees Five hundred Crore Only) in each of last three financial years (i.e. 2014-15, 2015-16 & 2016-17. Annual Audited Financial Statements for last three Years to be attached.
- c) Bidder/Service Provider should have a fully functional Customer Service Centre(s)/ Network Operation Center(s) (NOCs), which is operational 365 days X 24hours. List of Customer Service Centre(s)/NOC(s) must be enclosed.
- d) Bidder/Service Provider should have its own fiber based backbone network of 50000+ kilometer.
- e) Bidder/Service Provider should not have been blacklisted by any government organization.

With respect to point no. c, d, e, above, the Bidder/Service Provider shall give self- declaration in an undertaking on letterhead as per Annexure –'C'.

The NSIC reserves the right to carry out the capability assessment of the Bidder/Service Provider and the NSIC decision shall be final in this regard.

2. DELIVERY, INSTALLATION & COMMISSIONING PERIOD:

Bidder/Service Provider shall deliver, install and commission the Internet leased line at NSIC, Head Office within 45 days from the date of award of Work Order.

ISP shall designate one nodal officer to coordinate for the execution of this Project till successful completion.

3. LIQUIDATED DAMAGES (LD):

The Bidder/Service Provider shall take appropriate steps to ensure that the installation & commissioning 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 of the total order value will be recovered subject to maximum of 5% of total order value.

4. TESTING :

After commissioning of said Internet Leased line, the services shall be tested for ten working days. The services shall be continued after satisfactory performance during this period. In case of unsatisfactory performance, the services shall be discontinued and no payment shall be released.

5. CONTRACT PERIOD :

- a. This contract will be valid for a period of Three years.
- b. If services are not found satisfactory, NSIC reserves the right to cancel the contract with one-month notice.
- c. The period of contract may be extended on the same finalized terms and conditions for further period on the basis of satisfactory services and mutual agreement.

6. MAINTENANCE & WARRANTY PERIODS:

- a) The Bidder/Service Provider will be responsible for the comprehensive maintenance during the warranty period of three years for which NSIC will not make any extra payment. Warranty period will start after the acceptance of installation & testing of complete connectivity.

- b) The Bidder/Service Provider will do preventive maintenance once a quarter for upkeep of the Systems running. The said quarterly schedule will have to be adhered strictly by the Service provider/Bidder.
- c) The Technical support services shall be provided 365 days X 24 hours.
- d) The response time for attending the faults will be four hours (maximum) after reported to the Bidder/Service Provider.
- e) The Bidder/Service Provider will rectify the faults within 24 hours after reported to them failing which; the Bidder/Service Provider will arrange temporary replacements/arrangements.
- f) 99% uptime shall be calculated as $(\text{Total Time} - \text{Down Time}) \times 100 / \text{Total Time}$ on quarterly basis. Deduction in payment will be made for downtime in the quarterly bills raised by the Bidder/Service provider as per details below:-

#	Downtime	Penalty in % on Quarterly bill
1	≥ 99.00%	0
2	≥ 95.00% to < 99.00%	10
3	≥ 90.00% to < 95.00%	20
4	< 90.00%	50

7. EARNEST MONEY DEPOSIT :

- a) Technical Bid should accompany an earnest money deposit of Rs. 18,000/- (Rupees Eighteen thousand only) in the form of a Demand Draft drawn in favour of “The National Small Industries Corporation Ltd.” payable at New Delhi on a scheduled/nationalized bank.
- b) There is exemption of EMD and Tender fee applicable to the units registered with Central Purchase Organization (DGS&D), The National Small Industries Corporation (NSIC) or the concerned Ministry or Department as defined under Rule 157 of General Financial Rules (GFR), 2005. Further exemption will also be provided as per the “Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012” .**A copy of valid certificate/ proof of registration must be enclosed along with the Technical bid for availing exemption.**
- c) NSIC shall not be liable for payment of any interest on EMD.
- d) Tender is liable to be rejected in case EMD at prescribed rate is not furnished along with the tender.
- e) Any request by the Bidders/Service Providers to consider their EMD furnished by them to NSIC for any other contract/ tender cannot be considered as EMD for this tender.
- f) The EMD will be returned to the unsuccessful bidders/Service providers soon after the orders are placed on the successful bidder. In case of successful bidder/service provider, the EMD will be returned after the successful installation and testing of internet leased line.
- g) The EMD will be forfeited in following cases:
 - I. If the Bidder/Service Provider fails to accept the order based on his offer (bid) and within the prescribed time i.e. 03 days from the date of work order.
 - II. If the Bidder/Service Provider fails to provide the connectivity with specifications in compliance to as mentioned in Annex. – A

- III. If the Bidder/Service Provider delays the commissioning beyond reasonable time resulting in disruption of NSIC works.

8. TAXES/GST :

- a) The percentage of Tax/GST must be quoted in clear terms separately. If the taxes/GST are not mentioned separately in the Commercial Bid, it will be presumed that the rates quoted are inclusive of taxes/GST.
- b) The Bidder/Service Provider should submit valid documentary proof of GST Registration Number and the details of income tax registration (PAN).

9. VALIDITY OF QUOTATION :

The quotation must be valid for 90 days from the date of opening of quotations. NSIC reserves the right to request the Bidder/Service Provider for the extension of the validity of the quotations. The Bidder/Service Provider will be at liberty to accept or reject the request.

10. SCHEDULE OF PAYMENT: Mode of payment will be subject to the following conditions on various tasks as under:

a) One time Installation & Configuration Charges:

One time charges will be paid after the testing period as defined in point no. 4, for which the Bidder/Service Provider shall submit tax/GST invoice in duplicate (original + copy) giving the reference number of the supply order along with the installation, commissioning and testing report acknowledged by the nominated officer of NSIC.

b) Recurring Charges:

Recurring charges including bandwidth and other annual charges if any, are payable quarterly (after end of each quarter) on the basis of satisfactory performance (99% uptime in the quarter).

All statutory deductions as applicable like TDS, Service Tax shall be made from the payment to the Bidder/Service Provider upon submitting the tax/GST invoice.

11. RESPONSIBILITIES UNDER THE CONTRACT: The Bidder/Service Provider would be responsible for the following:

- a) The Bidder/Service Provider shall be responsible for providing the 15 Mbps (1:1 uncompressed and unshared with last mile on fiber optic) internet leased line connectivity with same upload and download speed at any point of time at NSIC, Head Office, Okhla, New Delhi, at all the time throughout the contract period.
- b) To provide 15 Mbps Internet connectivity (Leased Line) at NSIC, Head Office, Okhla along with Internet Router Port at ISP Gateway for required Bandwidth and minimum 16 Public IP addresses including Reverse Lookups configured at these IP's.
- c) The Bidder/Service Provider will have to provide 16 no. of Public IP (IPV4) free of cost.
- d) The Bidder/Service Provider shall be responsible for Installation, commissioning, configuring of the link and hardware (Mux, Modems and Router etc).
- e) The Bidder/Service Provider will have to provide all the required hardware (Mux, Modems and Router etc.) and software to establish the purchased bandwidth.
- f) The Bidder/Service Provider shall be responsible for maintenance support service (365 days X 24 hours) for bandwidth and equipment.

- g) The Bidder/Service Provider 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 etc.

12. SERVICE LEVEL GUARANTEE : The Bidder/Service Provider will be required to sign Service Level Agreement having the following conditions:-

- a) Ensure the connectivity with 15 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 NSIC to ISP's tier 1 peering point.
- d) Network Availability: More than 99.0 % per month.
- e) Reports for performance, monitoring/usage to be submitted by the Bidder/Service Provider on weekly or monthly basis or as per requirement of NSIC.

In case of the above parameters going out of specifications, NSIC will be compensated adequately in respect of the deduction in payment as per point no. 6(f) of page no.6 of this tender document.

13. SUB-CONTRACTING OR SUB-LETTING: The Bidder/Service Provider is prohibited from sub-contracting or sub-letting of the work to any other agency.

14. CANCELLATION/TERMINATION OF ORDER BY NSIC:

- a. In case, the Bidder/Service Provider fails either to accept the order or to acknowledge the order without any pre-conditions within 03 days of award of order or fails to start the services according to the stipulated time, NSIC reserves the right to cancel/terminate the contract with immediate effect.
- b. If services are not found satisfactory during contract period, NSIC reserves the right to cancel/terminate the contract by giving 30 days notice at the cost and risk of the Bidder/Service Provider to the claim of NSIC against the successful Bidder/Service Provider or damages and the successful Bidder/Service Provider shall have no claim against NSIC for any compensation for such termination.

It may please be noted that in either case, a or b above, EMD shall be forfeited and Bidder/Service Provider may be blacklisted and shall be barred by NSIC to do any business for next three years.

15. The Bidder/Service Provider not complying with above conditions or not providing complete information as described or tenders received in open covers shall not be considered.
16. NSIC reserves the right to verify/seek confirmation of all original documentary evidence submitted by Bidder/Service Provider in support of above mentioned specification for eligibility criterion. In case any information furnished by the Bidder/Service Provider is found to be false/incorrect at any stage, the bid shall be summarily rejected and no correspondence on the same shall be entertained.

17. Arbitration

- a) For any dispute or differences arises between NSIC and the bidder with this regard to this Tender Document, the same shall be referred to the sole arbitrator appointed by CMD/ Director (Planning & Marketing)/ Director(Finance) of NSIC. Such appointed arbitrator shall be either an employee serving or retired from the office of NSIC or of any other Public Sector Undertaking (PSU) or Law Faculty Member of Government University or any other Advocate/ Retired Judge. There shall be no objection by any party for appointment of such person as Arbitrator. The award of the Arbitrator so appointed shall be final and binding on the parties to this Tender Document/ Agreement.
- b) The Venue of Arbitration shall be at Delhi.

We confirm with our acceptance to the Terms & Conditions stated under point 1 to 17 above.

Signature of the Bidder/Service Provider with stamp

TECHNICAL BID
FORMAT & REQUIREMENTS

1. Tender Ref. No : **NSIC/HO/TISDC/25**
2. Name of Bidder/Service Provider :
.....
3. Complete office address of Bidder/Service Provider
.....
4. PAN Number
5. GST Registration Number
6. TIN / VAT (if applicable)
7. Contact details of authorized person of Bidder/Service Provider who have signed the tender.
 - a. Name.....
 - b. Designation.....
 - c. Phone (Office).....
 - d. Phone (Mobile).....
 - e. E mail.....
8. Due date & Time of submission of bid : 24.04.2018 by 15:00 hours.
9. EMD payment details (DD number & Bank detail)
.....
10. Tender fee details (DD number & Bank detail)
.....

Submission of technical confirmation to the requirement.

S.No.	Technical Specification for Internet Leased Line Connection	Complied (Yes/No)
1	The Internet connectivity leased line should have fully dedicated (1:1), unshared & High Quality 15 Mbps symmetric bandwidth without any compression factor through Optical Fiber cable till last mile.	
2	The bidder/service provider should have fully resilient and self-healing network architecture, on fiber medium, from the international gateway in India upto the international Points of Presence.	
3	The bidder/service provider has independent Network Operation Centre for trouble shooting with 24x7 supports to take care of the ILL link management requirements. The bidder/service provider network should be backed by availability of service personnel in New Delhi to attend faults. The bidder/service provider should furnish details of Toll Free number for logging complaints.	
4	Internet Router Port at ISP Gateway for required Bandwidth and 16 Public IP addresses of ipv4 pool.	
5	The successful bidder/service provider should furnish a detailed network/schematics diagram of total solution proposed showing connectivity from ISPs gateway Terminal Point to required locations of the server room of NSIC, Head Office, Okhla, New Delhi.	
6	The bidder/service provider should submit technical literature explaining the proposed implementation diagram with the technical bid.	
7	The connectivity from the POPs of bidder/service providers to server room of NSIC, Head Office, Okhla, New Delhi shall be through Optical Fiber Media.	
8	All the equipment supplied by the bidder should be capable of handling higher bandwidth in case up-gradation is required in the later stage.	
9	Any Software and Hardware required to establish the purchased bandwidth will be provided by bidder/service provider to make leased line fully functional.	
10	All the POPs from where the ILL bandwidth is provided to NSIC should have redundancy of equipment, links, power, backhaul connectivity etc. bidder/service provider needs to confirm it in writing.	

S.N.	Technical Specification for Internet Leased Line Connection	Complied (Yes/No)
11	The ILL links should be available in full duplex mode.	
12	Bidder/Service provider has to provide facility to NSIC to monitor the SLG (Service level Guarantee) parameters (as per point 12 of T&C) and log the Trouble tickets on line. NSIC should also be able to obtain standard reports on the ILL links' Bandwidth Utilization (in Mbps, in frames/sec), Error (frames/sec), Discarded (frames /sec), Non unicast (frame/sec), Bandwidth availability, Packet loss (in %), Latency of links etc. through any network monitoring tool/web browser provided by bidder/service provider.	
13	The above said services shall remain valid for three years period from the date of commissioning.	

12. Documents enclosed in the Technical bid are as under :

- a. Duly filled with sign & stamp Tender documents (All pages 1-17)
- b. Authority Letter on company's letter head to authorize Signatory on behalf of the participating company. As per Annexure "D".
- c. Demand Draft towards EMD and Tender fee or copy of valid registration certificate for exemption from Tender fee & EMD.
- d. Copies of PAN & GST duly Signed & Stamped.
- e. Copy of License for ISP category 'A'.
- f. Copy of Annual Audited Financial Statement for last 3 years.
- g. Undertaking on letter head as per Annexure "C".
- h. Details of 5 customers with contact details to whom Internet Leased line services with 15 Mbps or higher bandwidth are provided.

Sr. no.	Name of Customer with Address	Contact Person Name with Telephone No.
1		
2		
3		
4		
5		

Signature of the Bidder/Service Provider with stamp

**COMMERCIAL BID
FORMAT & REQUIREMENTS**

1. Tender Ref. No.: **NSIC/HO/TISDC/25**
2. Name of the bidder/service provider:
3. The offer with rates for the schedule of requirements of services, are elaborated in the table below.

PRICE SCHEDULE for (Commercial Bid)

Item description	Annual Rate in Rs.	Percentage (%) of GST	GST amount in Rs.	Total Annual Charges Including GST in Rs.	Total Charges for three Years Including GST in Rs.
Supply, Installation, Commissioning and Maintenance of 15 Mbps Internet Leased Line (1:1 uncompressed and unshared with last mile on fiber optic) at NSIC Head Office, Okhla, New Delhi for Three Years.					
A. One time installation & Commissioning Charges (Including equipment, Configuration & testing charges etc.)					
B. Rentals (Recurring charges including Bandwidth etc.)					
C. Any other charges (to be specified)					
D. Grand Total (in Rs.)					

Total for three Years Including GST (in words) – Rs.

4. **Notes : -**

- a) **The total price for three years shall be given due consideration while analyzing the commercial bid.**
- b) **Hardware/ Software charges -** NSIC will not purchase any hardware or software and Bidder/Service Provider will have to provide all the required hardware(Mux, Modems and Router etc.) and software required to establish the purchased bandwidth.
- c) The rates quoted in the Commercial Bid shall be firm & all-inclusive for Installation, Commissioning, Configuring and maintaining the bandwidth at destination NSIC Head Office, Okhla, New Delhi. No extra payment shall be paid on account of any discrepancy in nomenclature of items. The bidder/service provider shall seek clarifications if any before submitting the bid. The Corporation will not issue Forms C and/ or D.
- d) No representation for the enhancement of the prices of the accepted tender or alteration of the terms and conditions will be entertained at any stage.

- e) **If the cost of International Bandwidth is reduced during the period of contract, the benefit of the same shall be equally passed on to NSIC.**
- f) NSIC will not be responsible for any kind of damage of hardware / software mentioned above. All these items shall be in complete maintenance warrantee.

It is hereby confirmed that we shall abide all the terms & conditions as specified in this tender.

Signature of the Bidder/Service Provider with stamp

Undertaking

(On company letter head)

- We hereby confirm that the notice & Instructions to the Bidder/Service Provider specified in this tender have been thoroughly read while filling up the tender form (Technical Bid & Commercial Bid).
- It is hereby confirmed that all the Terms & Conditions stated in this tender are acceptable to us.
- We hereby confirm that our Company has been providing Internet Leased Line services successfully to corporates for more than 10 years.
- We also confirm that the service and support for the continuous functioning of the connectivity during the contract period of three years, shall be provided as and when demanded with no extra charges.
- We have a fully functional Customer Service Centre(s)/ NOC(s), which is operational 365 days X 24 hours. List of Customer Service Center(s) with location is enclosed. Any complaint received shall be resolved within 24 hours of reporting time. The list of CSC/NOC is as under :

#	Address of CSC/NOC	Contact Person Name	Contact No.	Toll Free Number

- We have our own fiber based backbone network of 50000+ Kilometers.
- All our POPs from where the ILL bandwidth shall be provided to NSIC, have redundancy of equipment, links, power, backhaul connectivity etc.
- We hereby confirm that we have not been blacklisted by any Government Department (Central/State/Autonomous/PSU) in India.

Signature of the Bidder/Service Provider with stamp

Bidder's/Service provider's Authorization Certificate

To be submitted on the letter head of the bidder)

To:
Chief General Manager (TISDC),
National Small Industries Corporation Limited,
NSIC Bhawan,
Okhla Industrial Estate, New
Delhi-110020

<Bidder's Name> _____
<Designation> _____ is hereby authorized to sign relevant documents on behalf of the company in dealing with Tender of reference dated _____. He is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said tender.

Yours Sincerely,

Signature of the Bidder/Service Provider with stamp

Name :

Designation :

Date :

End of the Document