## INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH GOREGAON (EAST), MUMBAI

TENDER DOCUMENT FOR

Internet Leased Line (ILL) Connectivity NIT No: IGIDR/Tender/2023-24/CC/04, Date: 17.11.2023

INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, Gen. A.K. Vaidya Marg, Film city Road, Santosh Nagar, Goregaon (EAST), MUMBAI-400065. TELEPHONE: 022 69096200.

### INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, MUMBAI

### **Notice Inviting Tender**

"NAME OF THE WORK: **Internet Leased Line (ILL) Connectivity** at INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, GOREGAON, MUMBAI – 400 065."

1. Institute invites sealed bids from reputed vendors for the following work:

Name of work		Period of completion		
(1)				
Internet Leased Line Connectivity	(ILL)	30 days		

The tenders being invited for eligible Internet Service Providers (ISPs) having relevant experience for providing dedicated and managed internet Link (1: 1 contention ratio / Symmetric Link) who are capable to provide the desired bandwidth(s). IGIDR reserves its right to award the work to the successful bidder.

2. Bidder has to submit Earnest Money Deposit Rs 25,000.00 only along with the bid.

3. The Tender bids in two bid system are invited through two separate Emails: "Email-1:

EMD, Signed tender document/Technical, Pre-Qualification Bid document" and "Email-2: Financial bid". Subject of email should be mentioned as- "Email-1: EMD, Technical Bid & Prequalification Bid for ILL" and "Email-2: Financial Bid for ILL" respectively.

Last date of submission of the Tender document shall be up to 3:00 PM on 11 December
2023. The Institute reserves the right to reject any prospective application without assigning any reasons whatsoever.

REGISTRAR

## **SECTION-A**

### LETTER OF OFFER \*

Date

The Registrar, Indira Gandhi Institute of Development& Research, Gen. A.K. Vaidya Marg, Filmcity Road, Goregaon (East), Mumbai 400065.

**Subject: Internet Leased Line (ILL) Connectivity** Reference: NIT No: IGIDR/Tender/2023-24/CC/04

Date: 17.11.2023

Dear Sir,

With respect to your above mentioned tender, I / We hereby submit my / our tender in the required format along with Company Profile and supporting documents.

Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the IGIDR the amount mentioned in the said Conditions.

I/We have deposited earnest money through NEFT/DD/FDR/BG/ to the IGIDR, which will not bear any interest.

Should I/We fail to execute the contract when called upon to do so. I/We do hereby agree that this sum shall be forfeited by me/us to the IGIDR.

I / We have carefully gone through the terms and conditions prescribed and I / We accept the same in to without any alterations / modifications.

Yours faithfully,

### Signature

Name & seal of Contracting

Agency/firm/company

\*To be printed on company Letterhead and scanned or Digitally signed pdf document

### **SECTION-B**

### GENERAL INSTRUCTIONS TO TENDERER

Tender bids through email should be addressed to The Registrar, Indira Gandhi Institute of Development Research, Goregaon (East), Mumbai-400065.

- If applicable Bidder has to submit Earnest Money Deposit Rs.25,000.00 through NEFT to "INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH", Account No: 010220100010001, IFS Code: BKID0000102, BRANCH NAME: I G I D R, BANK NAME : BANK OF INDIA and UTR NO with screen shot of transaction should be included in the part of tender document towards Earnest Money.
- The scan copy of tender bid to be submitted through Email <u>to tender@igidr.ac.in</u> through two separate Emails. "Email-1: Copy of EMD transfer, Signed Tender document/Technical & Pre-Qualification Bid documents" and "Email-2: Financial bid". Subject of emails should be mentioned as- "Email-1: EMD,

Technical bid & Prequalification Bid for ILL" and "Email-2: Financial Bid for ILL" respectively. All the required documents should be scanned and merged either into a single PDF file or zipped into a single file and attached to the respective Emails. The Financial bid should be attached as a PDF document protected with a password and the password to be shared at the time of financial bid opening through online meeting. The vendor should keep their password securely with them and required to give only when asked in online meeting for financial bid opening.

- 3. The bids will be received up to 03:00 PM on 11 December 2023. No tender will be accepted after due date under any circumstances whatsoever.
- 4. The Email bid with the subject "EMD, Technical & Pre-qualification Bid for ILL" shall be opened by the tender opening committee the next working day (**12 December 2023**) at 11:30 am through online meeting platform. The link to the meeting will be shared with participated bidders. In case, the holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time.
- 5. The Email bid with subject: "Financial bid for ILL" of only qualified bidders will be opened. The date of opening of financial bid and link for online meeting shall be informed by the institute to the qualified bidders. The bidders should provide the password of financial bid PDF file during the opening of the financial bid. In case bidder can NOT provide password for financial bid at the opening then their bid shall be rejected.

- 6. Tenders shall remain valid for acceptance by the Institute for a period of three months from the date of opening of the tender which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the bid during this period.
- 7. The bidder must use only the forms issued by the Institute to fill in the rates. Any addition/alteration in the text of the Tender form made by the bidder shall not be valid and shall be treated as null and void.
- 8. The Tender form must be filled in English. If any of the documents is missing or unsigned, the tender may be considered invalid by the Institute in its discretion.
- 9. Rates should be quoted both in figures and in words in columns specified. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at the Institute's option. No advice whatsoever especially on any change in rate specifications after the opening of the tender will be entertained.
- 10. Each Page of the Tender Documents should be stamped and signed by the authorized person or persons submitting the Tender in token of his/their having acquainted himself/themselves with the General terms & conditions, specifications, special conditions of contract, etc. as laid down. Any Tender with any of the documents not so signed will be rejected. Alternatively, the Tender documents can be signed with Digital Signature (using Class 3 digital certificate).
- 11. A tender which is not accompanied by EMD(if applicable) will not be considered. The EMD will be returned to the bidder if their tender is not accepted by the Institute but without Interest. The EMD paid by the successful bidder shall be held/encashed by the IGIDR as security for execution and fulfillment of the contract. No interest shall be paid on this deposit. The firm who are exempted from submission of EMD, bidders should submit the copy of certificate issued by Micro and Small Enterprises (MSEs).
- 12. The successful bidder will have to deposit a Performance Security Deposit of 3% of order value, within 30 days of the receipt of the formal order. The performance security will be furnished in the form of an account payee Demand Draft, FDR or Bank Guarantee from a commercial bank drawn in favour of "The Registrar, Indira Gandhi Institute of Development Research, Mumbai" payable at Mumbai. The performance security should remain valid for warranty/contract period specified in tender. This deposit shall be forfeited in case the contractor, who fails to discharge its duties/commitments or whose contract is terminated pre-maturely. No interest will be paid on Security Deposit withheld by the Institute.
- 13. The Institute does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the Tenders, either in whole or in part, without assigning any reasons for doing so.

- 14. On receipt of intimation from the Institute of the acceptance of their tender, the successful vendor/contractor shall be bound to sign the formal contract/purchase order and acknowledge the same within seven days.
- 15. Tender bid must include in their rates, applicable GST and any other tax and duty or other levy in force levied by the Central Government or any State Government or Local Authority, if applicable
- 16. The intending bidder can obtain any clarifications regarding the tender document, scope of work etc. if any from the office of the department **Computer Center, Lingaraj Panda, <u>Email:</u>** <u>lingaraj@igidr.ac.in, Tel:022-69096548/581</u> Mobile:9967635444 on any Institute`s working day.

I/We hereby declare that I/we have read and understood the above instructions and the same will remain binding upon me/us.

Place :

Date :

Signature of Bidder With the seal of their company

# SECTION 'C' TERMS AND CONDITIONS

Upon the declaration of an intending vendor/bidder to be the Successful Bidder by the Institute, they shall be subject to the following terms and conditions that shall form part of the Formal Contract to be executed with the Institute.

- 1. The successful bidder shall not assign the sub-contract. In case of breach of these conditions, the IGIDR may serve a notice in writing on the Contractor rescinding the contract.
- 2. The successful bidder shall carry out all the work strictly in accordance with scope of work, technical specifications and as per detailed instructions of the Institute.
- 3. The successful bidder must co-operate with the other contractor appointed by the Institute so that the work shall proceed smoothly to the satisfaction of the Institute.
- 4. In all matters of dispute arising on the work, the matter shall be referred to the **Registrar, Indira Gandhi Institute of Development Research, Goregaon** for a mutual decision.
- 5. Arbitration Clause: In the event that the Successful Bidder is not satisfied by the decision of the Registrar, Indira Gandhi Institute of Development Research, the dispute shall be settled by arbitration in accordance with the provisions of arbitration and conciliation act, 1996 or any enactment thereof. The Arbitral Tribunal shall consist of one arbitrator, to be appointed by the Institute. The place of arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made in Mumbai. The arbitration proceedings shall be conducted in the English language and any award or awards shall be rendered in the English language. The procedural law of the arbitration shall be the Indian law. The award of the arbitral tribunal shall be final, conclusive and binding upon the Successful Bidder and the Institute.

### 6. Delivery, Period, Installation and Commissioning

 The contracted deliverables should be delivered to Computer centre, Server room, Ground Floor, IGIDR Santosh Nagar, Film city Road, Goregaon East, Mumbai -400065. The delivery period of the said tasks should be adhered to as will be mentioned in the Award of Contract.

- ii. Project will be **completed within 30 days from** the date of issue of the Work order. All the aspects of safe delivery, installation, commissioning and uplink of the connectivity shall be the exclusive responsibility of the Service Provider.
- iii. If the Service Provider fails to uplink the connectivity by the specified date, then the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1% per week and the maximum deduction is 10% of the contract price of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the Purchaser reserves the right to terminate the Contract.

### 7. Payment Terms:

- i. Bandwidth Charge: Annual Recurring (bandwidth) charges shall be payable on post quarterly basis at the end of the quarter after satisfactory delivery of services, for which the Service Provider will raise the bill at the end of each quarter with MRTG monthly usage report.
- ii. Hardware Charges: All the hardware procured shall be maintained by the vendor at no additional charge for the entirety of the operation of service.
- iii. Charge for Dedicated Lease Line: Vendor (ISP) will be required to provide the bandwidth over wired media (OFC). Wired media required to be either owned by the ISP or acquired on lease basis. However, no additional charges will be paid for the leased line.
- iv. Income tax and all other applicable taxes shall be deducted at source as per prevailing Govt. Rules in this regard.
- v. Penalty if any shall be deducted from the quarterly bills.

#### 8. Contract period and Support:

- a) The contract period for providing the Internet Leased Line Connectivity Computer Centre, IGIDR, would be 3 years from the date of commissioning, so average pricing for ILL should be quoted considering the reduction of price over 3 years.
  - b) Thereafter on annual requirement and renewable basis and price revision subject to satisfactory performance of the Internet Services and may be further extendable, unless it stands cancelled on expiry of contract or on written notice by the service provider within 30 days.
- 9. Any damage cause to any of Institute's properties shall be made good by the successful bidder at their own cost.

### 11. Termination Clause:

- a) For Insolvency :- The institute may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has occurred or will occur thereafter to the Purchaser.
- b) For Non Performance: Without prejudice to any other remedy available to the Institute, in case the supplier fails to deliver the item/s as per the contractual obligations arising out of this contract, the Institute may terminate this contract by giving a 15 days written notice of intended termination to the supplier.
- c) On the earlier termination of this Contract due to failure to supply the service/the item/s, the Performance Security Deposit shall stand forfeited by the Institute.

I/We hereby declare that I/we have read and understood the above terms and conditions that form part of the Formal Contract to be executed between I/us and the Institute. The same shall be binding upon me/us upon being declared as the Successful Bidder.

Place :

Date :

Signature of Bidder With the seal of their company

## **SECTION-'D'**

## **PRE-QUALIFICATION CRITERIA**

#### Pre-Qualification Documents to be submitted by Bidder along with Pre-qualification Bid:

#### **Eligibility for Bidders**

The Agencies that fulfil the following requirements shall be eligible to apply:

- a) Copy of Registration of Firm in Shop & Establishment or Certificate of Incorporation of company or Partnership deed.
- b) Copy of Registration of Goods & Service Tax and PAN
- c) The bidder should have an average annual turnover of INR 30 lakh in the last 3 financial years. Submit copies of audited Balance Sheet and Profit & Loss account /CA Certificate for last three years.
- d) The agency/ firm should provide end to end connectivity on its own network (via local loop) on Optical Fibre Cable in Ring Topology.
- e) Only agency/firm having the at least Category "B" Internet Service Provider (ISP) license issued from the Department of Telecommunication, Govt. of India, can apply. Self-attested valid license copy of certificate and Infrastructure details must be enclosed with technical bid.
- f) The agency/firm should have its own/direct/Leased access to International Gateway. Undertaking for the same, mentioning DOT License/Certificate/Agreement with the Service Provider for the same, should be provided by the bidder on the official letter head of the firm.
- g) The agency/firm must have experience in providing the 400 Mbps or higher connectivity and necessary infrastructure to execute the project. The list of existing customers (Government departments/ other Institutions) who have been supplied Internet Bandwidth of 400 Mbps or higher with effect from 2017 should be provided along with supply orders and satisfactory performance reports. Minimum list of 2 or more customers to be provided.
- h) The agency/firm would ensure 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.
- The agency/ firm must have a fully functional Network Operation Center(s) (NOC) to monitor and manage the ILL link(s), which should be fully operational 24 X 7 X 365 days. List of NOC(s) must be enclosed with technical bid.

- j) The ILL link provided by the bidder should be secured smart ILL like DDOS protected. (we are not asking any DDOS as a service)
- k) Either the Registered Office or one of the Branch Offices of the bidder should be located in the territory region of MMRDA.
- 1) The bidder should not be black listed by any Govt. organization /PSU during last 3 years. A declaration certificate to this effect is to be submitted as per the format given in Annexure-1A.

Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose. All documentary proof must be listed on the letter pad of the company, to be submitted along with the qualification bid duly stamped and signed by the authorized person of the agency.

## • Information to be furnished by the bidder:

Sr. No.	Item	Information to be filled by Bidder
1	Name of the bidder	
2.	Address	
2	Telephone Number: Office: Mobile Number of contact person/account manager Fax No. E-Mail address-	
3	Details of Registration (number & date)	
4	Month and Year in which the firm / company was formed/ incorporated.	
5	Type of organisation (Sole Proprietor, Partnership, Pvt. Ltd., Public Ltd., etc.)	
6	Enclose copy of partnership deed, Articles of Association or Affidavit (in case of firm)	
7	Average Annual Turnover of Last Three Financial Year (attached audited balance sheet & profit & Loss account)	FY 2022-23 FY 2021-22 FY 2020-21

# **SECTION-'E'**

### **TECHNICAL BID**

### **1. SERVICE PROVIDER OBLIGATIONS:**

i. The Service Provider shall responsible for providing the ILL (1:1 uncompressed, unshared, DUPLEX) managed leased line Internet connectivity at computer centre, IGIDR, Goregaon East, Mumbai -400065 at all times throughout the contract period.

ii. The Service Provider shall be responsible for installation, commissioning and configuring of hardware for connectivity providing to IGIDR firewall(UTM). The service provider will maintain the OFC and equipment to provide Internet Services to Server Rooms / terminating points at computer centre , IGIDR for efficient running at all times of the contract.

iii. Liasioning (if required) with other firm(s) for obtaining point to point connectivity between service provider node and computer centre , IGIDR shall be the responsibility of the Service Provider.

iv. 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 responsible for making all the payments towards the local loop charges / rentals / WPC charges etc.

v. The Service Provider shall do preventive maintenance half yearly for upkeep of the systems running.

vi. IGIDR will not purchase any hardware and service provider will have to provide all the required hardware or latest technology from time to time and will also be fully responsible for its maintenance.

### 2. SERVICE LEVEL GUARANTEE AND RESPONSIBILITIES:

i. The Service Provider shall provide the Internet leased line (1:1 contention ratio) (on optical fiber) for an uncompressed and unshared connectivity at all the time (24 X 7 X 365) at computer centre, IGIDR, Mumbai

ii. To provide a minimum subnet of 8 Public IPv4 addresses including Reverse Lookups configured at these IP's.

iii. Packet Losses: Less than 1% (Average over 1000 ping) at any given point of time to any part of globe.

iv. Latency: Region wise maximum permissible latency is as follows:

- a. Less than 350ms to North America
- b. Less than 250 ms to Europe
- c. Less than 150 ms to Asia Pacific
- d. Less than 20 ms from IGIDR to service provider's tier 1 peering point.

Latency will be randomly checked on daily basis. In case of nonadherence latency limit, the link will be considered as down with effect from time of detection till the time is restored,

v. Network Availability (uptime): More than 99.5 % per month.

vi. Border Gateway Protocol (BGP)Implementation in the Internet Link.

vii.Reports for performance, monitoring / usage to be submitted by the service provider on monthly basis or as per requirement of IGIDR.

viii. Uptime Calculation: Uptime shall be calculated as (Total Time - Down Time) X 100/Total Time. Deduction in payment will be made for downtime in the quarterly bills raised by the ISP (service provider).

ix. The response time for attending the faults will be 1 hour after they are reported to the service provider. The service provider will rectify the faults within 12 hours failing which; the vendor will arrange temporary replacements. The services shall be provided 24 X 7 X365.

x. Redundant Path: Service provider need to ensure operational uplink on both path of Ring all the time. Random checking of Ring path will be scheduled, with prior intimation to the service provider, to evaluate the response time for attending the faults and both path will be checked after that, in case of failure / non-operational of any path in ring the link will be treated as down (for the purpose of uptime calculation, though the internet service will be available to IGIDR by any one of the path) till the path is restored.

xi. The Edge routers if any will be provided by vendor if required. The router must support at least the twice the total bandwidth.

S. No.	Uptime	Penalty in % on monthly basis
1.	>=99.5%	0
2.	> 99 to < 99.50	2
3.	> 98.5 to < 99.	5
4.	> 98 to <98.5	10
5.	> 95 to < 98	20
6.	> 90 to < 95	40
7.	< 90%	100

### xii.Downtime penalty in % of monthly payment

It will be an institute's discretion to charge the penalty as per above table or charge the service credit as per the table below.

### Service Credit:

service availa less than less than less than	ability >99.5 % 0.5% of 99.5% 1% of - 2% of -	0 days 1 days 2 days 3 days	less than less than less than	3 % of 99.5% 4 % - 5% - >=5%	4 days 10 days 15 days 30 days

Downtime due to the following situations will not be considered for the

purpose of penalty:

a) Link down due to power failure at customer end

b) Due to scheduled maintenance by the Service Provider, with prior intimation and approval of IGIDR

All repairs and maintenance of the equipment installed for the provisioning of services, the equipment will remain under control of service provider during the concurrency of service contract.

# SECTION-'F' SCOPE OF WORK

IGIDR is an advance research institute established by Reserve Bank of India. It spread across 15 Acers of land and entire campus is inter-connected with WiFi, LAN, connecting more than 500 devices mobile, desktops and laptops. IGIDR is an academic institute and offers MSc./MPhil/PhD courses on development economics. The existing ILL is 200 Mbps. We would like to have 400 Mbps ILL to the Server Room.

- **1.** For the ILL connectivity the drop should be provided to the Firewall (UTM box) in the server room (Two pair of cat6 STP/UUTP need to be dropped to the Firewall.)
- 2. Bidder is advised to visit and examine the site, its surroundings and familiarize himself with the existing facilities and environment and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the Bid and during implementation. Contact person for Site is Mr. Lingaraj Panda.
- **3.** The Company/Agency shall be responsible for providing all materials like cables, connectors, Rack/switch/ups etc which are required to fulfill the intent of ensuring operability, maintainability of the ILL within his quoted price. This work shall be in compliance with all applicable standards, statutory regulations and safety requirements in force of the date of award of this contract.
- 4. If required any civil works like digging, drilling in wall, cutting of false ceiling and proper finishing after work during installation, should be done by the contractor himself. Proper laying of cable through conduits, dressing and clamping of OFC connected to server room should be done by the contractor.

# **SECTION-'G'**

# **Financial BID**

# (To be submitted on company/Firm's Letterhead)

NIT No: IGIDR/Tender/2023-24/CC/04

S.N O	DESCRIPTION	.,	Amount (Annual charges )	GST @	AMOUNT WITH GST
1.	400 mbps Internet Connectivity Leased Line (1:1, uncompressed and unshared), including all hardware, software etc.	1			

Total quoted Amount in words (400 mbps ILL):

Date:

Sign & Stamp

# Annexure - A

# FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To,

The Registrar Indira Gandhi Institute of Development Research Film City Road, Santosh Nagar, Goregaon (East), Mumbai – 400 065.

We hereby confirm and declare that we, M/s -------, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

For M/s

Authorized Signatory

Date:

# Annexure - B

### FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED COMMERCIAL BANKS (WHETHER SITUATED AT Mumbai OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT Mumbai)

To, The Registrar, Indira Gandhi Institute of Development Research, Goregaon East, Mumbai-400065

### LETTER OF GUARANTEE

WHEREAS for Indira Gandhi Institute of Development Research(IGIDR), Goregaon East, Mumbai-400065 (Buyer) has invited tender vide Tender NIT ...

**dated** ......, for procurement of "Internet Leased Line Connectivity " Indira Gandhi Institute of Development Research, Goregaon East, Mumbai-400065

AND WHEREAS the said tender document requires that eligible successful bidder

on demand and without protest or demur Rs

.....(Rupees. ).

This Bank further agrees that the decision of IGIDR (Buyer) as to whether the

said bidder (Seller) has committed a breach of any of the conditions referred in tender document / Award of Contract shall be final and binding. We,.....(name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the bidder (Seller) and/ IGIDR (Buyer).

truly, Signature and seal of the guarantor: Name of Bank: Address