



PRASAR BHARATI
(INDIA'S PUBLIC SERVICE BROADCASTER)
DOORDARSHAN KENDRA ,GUWAHATI
RGB ROAD, GUWAHATI 781024



No. DDK/GHY/ES/OE/e-Tender. c1-1/2020-21/

Dated: 29.10.2020

Notice Inviting e-Tender

E-tenders are invited online through website <https://prasarbharati.eproc.in/> under two bid systems for providing 100 Mbps Internet lease line (ILL) from the reputed ISP provider **for a period of one year** as per the details given below:-

S.No	Description	Qty (No.)	Tender Fee (In Rs.)	Estimated Cost of work procurement (In Rs.)	EMD (In Rs)
1	Providing 100 Mbps Internet lease line (ILL) service for one year as per the technical specifications, terms and conditions.	1 JOB	NIL	5,00,000/-	10,000/-

NOTE:

Tender document, bid forms, General Instructions to Bidders and other details including amendments/changes can be viewed /downloaded from the website <https://prasarbharati.eproc.in/>

The tenders will be received online up to 14.30 Hrs on 17/11/2020 and the technical bid will be opened at 15.00 Hrs. on the same day.

S .CHINNASAMI
DEPUTY Director(E)
For Deputy Director General (E)
Web Site <https://prasarbharati.eproc.in>

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*NOTE :

- 1. Doordarshan Kendra Guwahati reserve the right to reduce the quantity to be provided at the same rate as well as reserve the right to increase the quantity to be supplied at the same rate.**
- 2. Bidders are requested to also go through “ Annexure-A” Instruction to bidders and the list of document to be scanned and upload with the tender for e-procurement system.**

Important Instruction

1. The tender will be governed by the **Instruction to bidders, General Instruction and Technical Specification(ANNEXURE-B)**.
2. The tender should take due care to submit tender on line in accordance with the requirement as specified in “**Instruction to bidders**. Bid evaluation criteria at Annexure- A Shall be basis for evaluation of tenders.
3. One Agent/Dealer/Supplier shall not represent two manufacturers or quote on their behalf in particular tender.
4. Tender document submitted by the tenders shall be serially page numbered.

INSTRUCTIONS TO BIDDERS

1. The scope of work or stores to be tendered are available in the complete bid documents which can be viewed/downloaded from e-tender portal of **<https://prasarbharati.eproc.in>**.
2. Both Technical Bid and Financial Bid will be submitted concurrently duly digitally signed in the **<https://prasarbharati.eproc.in>**.
3. No claim shall be entertained on account of disruptions of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.
4. All Corrigendum/Amendment/Corrections, if any, will be published on the website **<https://prasarbharati.eproc.in>**.
5. All documents/papers uploaded submitted by the bidder must be legible.
6. It is mandatory for all the applicants to have Class-III Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed certifying Agency.
7. To participate in the e-tendering submission, it is mandatory for the applicants to get registered their firm/joint venture with the e-tendering portal of Prasar Bharati **<https://prasarbharati.eproc.in>**, to have user ID & Password from **M/s C1 India Pvt Ltd**, The Annual registration charges for vendor/supplier are Rs. 450/-plus 18% per annum.
8. To participate in bidding, bidders have to pay Tender Processing Fee of Rs.475 plus 18% GST (Non-refundable) per tender per Bid through online mode (net banking/debit card/credit card). Bidder may contact **M/S C1 India Pvt. Ltd.** at Mobile No. +91-8130606629 for DSC related queries or can email at **vikas.kumar@c1india.com**
9. To participate in e-bid, bidders shall be charged e-tendering processing charges @ 0.1% of estimated contract value with minimum Cap Rs.750/- only and maximum cap-Rs.7500/- only.
10. Bid document contains certain conditions for Manual submission of tender and are now redundant. Document shall be deemed to have been modified to that extent.
11. Page No. shall be given on each and every paper/documents serially uploaded in the technical bid.
12. Bidders shall ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidders, the rate of such item shall be treated as "0" (Zero).
13. Bidders should indicate at the time of quoting against this tender their full postal/ fax / E-mail addresses.
14. Bidders shall clearly indicate their legal constitution and the person signing the tender shall state his capacity and source of his ability to bind the bidder. The Power of Attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the tender. This organisation may reject outright any tender unsupported by the adequate proof of the signatory's authority.

E-Tender help desk: +91-124-4302033/36/37.

15. LIST OF DOCUMENTS (to be scanned and uploaded with tender)

TECHNICAL BID: Technical bid should contain the confirmation to the enclosed technical specifications. **During the Technical evaluation, the tenderer needs to demonstrate the performance of the equipment offered, if required. In the technical bid, the list of document as mentioned below should be upload. The technical bid should not contain any commercial information. Copy of EMD/ Copy of NSIC Registration certificate in case of exemption of EMD**

- a) Copy of Demand Draft/Pay Order of any Scheduled Bank or fee receipt towards EMD.
- b) Copy of GST / PAN card
- c) Technical compliance statement (ANNEXURE-D) to the specifications of the tender and quoted product shall comply with the Technical Specifications as given in ANNEXURE-B.
- d) Technical leaflets/manuals for the make & model of the equipment offered
- e) Past Performance along with the user certificate in respect of providing of similar services to major corporates or Govt Organisations.
- f) The bids not complied with the above shall summarily be rejected.

g) **No commercial information shall be furnished in the TECHNICAL BID**

COMMERCIAL BID: The commercial bid should contain the price bid and acceptance of the commercial terms and conditions of this tender document in the prescribed format as in ANNEXURE-C.

Both Technical Bid and Financial Bid will be submitted concurrently duly digitally signed in the website <https://prasarbharati.eproc.in/>

MANUAL/TELEFAX/E-MAIL offers, received directly by this organization, will not be considered.

In case tender opening date falls on a holiday, the bids will be received and opened at the same specified time on next working day. Bids received late or submitted after the scheduled specified time on scheduled date will not be entertained and will be returned back unopened.

The purchaser may, at his discretion extend the deadline for the submission of the bids by amending the bid document , in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16) Eligibility:

Bids should be from the reputed Internet Service provider / actual manufacturers.

17) Earnest Money Deposit (EMD)

- a. The bidders must submit EMD OF Rs.10,000/- in the form of Demand Draft / FDR/ Bank guarantee from a Commercial Bank in favour of **DDO, DDK, Guwahati - 781024**. EMD should be placed in a sealed envelope superscribed with tender reference number and date of opening and should reach the "The Deputy Director General (Engg),Doordarshan Kendra ,RGB Road, Near AIDC, Guwahati - 781024 well in advance **before the prescribed tender opening date**. However exemption will be given to the firms/ Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)* and Policy meant for only goods produced and services rendered by MSEs and Traders are excluded from the purview of Public Procurement Policy or registered with National Small Industries Corporation (NSIC) under Single Point Registration System (SPRS) or registered with the Central Purchase

Organisation or the concerned Ministry or Department or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSME).

- b. Tenders without EMD shall be summarily rejected and their bid will not be opened and shall be rejected as non responsive at the bid opening stage .
- c. The Earnest Money deposited by the tenderer shall be forfeited by this Organisation in the following events:
 - i. If tender is withdrawn during the validity period or any extension thereof.
 - ii. If tender is varied or modified in a manner not acceptable to this Organisation during the validity period or any extension of the validity duly agreed by the bidder.
- d. The EMD of unsuccessful bidders will be returned on finalization of the tender. The EMD of successful bidder will be returned on receipt of security deposit or it may be adjusted in the security deposit if requested by the tenderer.

18) Performance Security Deposit:

- a. The contractor shall furnish the security deposit within 2 weeks of placement of order at the rate of 10% of the total contract value at the time of signing the contract. The Security deposit shall be furnished in favour of " DDO,DDK, Guwahati-781024. in any one of the forms of Fixed Deposit Receipt from a Commercial Bank/DD Payable at Chennai / Bank Guarantee from a Commercial Bank valid up to the end of service period as per contract.
- b. Performance Security deposit shall be refunded to the Service provider /supplier/contractor after completion of all contractual obligations of the supplier, including warranty/guarantee obligations.

19) Evaluation of Technical bids : -

The technical evaluation would be based on :-

- i. Assessment of technical capability of tenderer to provide Internet Service/ associated terminal equipments at DDK,Guwahati.
- ii. Past record of timely and good quality of Internet service provided /supply of tendered items by tenderer in preceding three years.
- iii. Past performance report of similar service /Internet service provided / similar works earlier carried out for this Organisation will be taken into consideration while evaluating the technical bid.

20) PRICE:

- a. The price quoted must be net per unit and the applicable Tax Components must be quoted separately. The prices quoted shall remain fixed during the entire period of service/supply/contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is likely to be treated as non responsive and rejected.

21) Payment of SGST/CGST/IGST (on ultimate products)

- a. Payment of SGST/CGST/IGST (on ultimate products), as applicable on the closing date of tender will be to the supplier's / contractor's account. Any statutory variation (both plus and minus) in the rate of SGST/CGST/IGST after closing date of tender/revised price bid but before the expiry of the contractual delivery / completion period will be to the account of the office.
- b. The bidder(s) will indicate, in their bid, the amount with exact rate of SGST/CGST/IGST on ultimate finished product, as applicable at tendering stage, separately in the bid. In case the above information subsequently proves wrong, incorrect or misleading (a) this Organisation will have no liability to reimburse the excess

in the difference in rates of the item under which the duty/tax assessed finally (b) this Organisation will have the right to recover the difference in case the rate of duty / tax finally assessed is on the lower side.

- c. Any increase in SGST/CGST/IGST during extended period of the contract / supply order will be to supplier's / contractor's account where such extension in delivery of the materials/completion of the project was on the request of supplier / contractor. However, any decrease in SGST/CGST/IGST during extended period of the contract / supply order, will be to the account of this Organisation.
- d. In case of SITC of / SETC tenders, pro-rata breakup details of cost of all the identifiable store items of supply / work and ITC / ETC charges with HSN/SAC code shall be given along with a price bid.
- e. The taxes like SGST/CGST/IGST/GST service tax etc. as applicable on the goods / services shall be quoted separately in the price bids.

22) Payment Terms:

The service providing agency is free to charge quarterly OR half yearly OR annual payment after successful completion of relevant period as opted by the agency .

23) Validity :

The offer submitted should be valid for a period of 120 days from the date of opening of the commercial bid. The date of commercial bid opening will be informed in due course.

24) Preference for Product/Services of Public Enterprises:

- a. The Organisation reserves the right to allow to the public enterprises, purchase preference facilities as admissible under the existing policy of the Government of India and not to accept the lowest rate quoted by the tenderer.

25) Consideration of offer in full or in part:

- a. This Organization may reject / accept or prefer any tender without having to assign any reason whatsoever. This Organization also reserves to itself the right to accept any tender in part or split the order between two or more bidders. Further, the undersigned reserves himself the right to increase or decrease up to 50% of the quantity of goods and services specified in the schedule of the requirement without any change in the unit price of the order quantities or other term conditions at the time of award of contract.

26) GUARANTEE:

- a. The ISP shall ensure 99.5% of uptime availability of ILL service being offered.

If the supplier/contractor fails to take proper corrective action to repair/replace the defects satisfactorily within **an hour** period, this Organisation shall be free to take such corrective action as may be deemed necessary at contractor's risk and cost after giving notice to the Supplier/Contractor.

In case defects are of such nature that equipment shall have to be taken to suppliers/Contractor's works for rectification etc. Supplier/Contractor shall take the equipment at his cost after giving necessary undertaking or security as may be required by the Organisation. The service provider has to arrange for a spare equipment till the defective is serviced and brought back to circuit. This Organisation shall, if so required by the supplier/contractor, dispatch the equipment by quickest mode on "Freight-to pay" basis to the supplier's/contractor's works. After repairs suppliers/contractors shall deliver the equipment at site on freight pre-paid basis. All risks in transit to and fro shall be borne by the supplier/contractor.

27) DELIVERY PERIOD:

The successful bidder shall have to provide ILL at DDK,Guwahati with in 10 days of placement of purchase/Work order.

28) FAILURE AND TERMINATION CLAUSE

- a. Time and date of delivery shall be essence of the contract. If the Contractor/Supplier fails to deliver the stores / execute SITC / SETC, or any instalment thereof within the period fixed for such delivery in the Schedule or at any time repudiates the contract before the expiry of such Periods, the purchaser may without prejudice to any other right or remedy, available to him to recover demurrages for breach of the contract:-
- b. Recover from the Supplier/Contractor as agreed, liquidated demurrages including Administrative expenses and not by way of penalty, a sum equivalent to 0.5% per week up to maximum limit of 10% of the contract value for such delay or part thereof (this is an agreed, genuine pre-estimate of demurrages duly agreed by the parties) which the supplier/contractor has failed to deliver thereof is accepted after expiry of the aforesaid period, provided that the total demurrages so claimed shall not exceed 10% of the contract price of the stores / SITC / SETC. After full period of extension, termination of the contract will be considered by the Organisation.
- c. Purchase or authorise the purchase elsewhere on the account and at the risk of the contractor/supplier, of the stores not so delivered / SITC / SETC not carried out or other of a similar description (where stores exactly complying with the particulars are not in the opinion of the purchaser, which shall be final, readily procurable) by serving prior notice to the contractor/supplier without cancelling the contract in respect of the instalment not yet due for delivery or,
- d. Cancel the contract or a portion thereof by serving prior notice to the Contractor/Supplier and if so desired purchase or authorise the purchase of the stores not so delivered / SITC / SETC not carried out, or others of a similar description (where stores not delivered / SITC / SETC not carried out, exactly complying with particulars are not in the opinion of the purchaser, which shall be final readily procurable) at the risk and cost of the Contractor/Supplier. If the Contractor/Supplier had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his tender for risk purchase even though the lowest, where the contract is terminated at the risk and cost of the firm under the provisions of this clause, it shall be in the discretion of the purchaser to exercise his discretion to collect or not, the Security deposit from the firm on whom the contract is placed, at the risk and expense of the defaulted firm.
- e. Where action is taken under sub-clause (b) or sub-clause (c) above, the contractor shall be liable for any loss which the purchaser may sustain on that account, provided the purchase or if there is an agreement, to purchase, such agreement is made in case of failure to deliver the Stores/Services, within 6 months from the date of such failure and in case of repudiation of contract the Contractor/Supplier shall not be entitled to any gain on such the entire discretion of the purchaser to serve a notice of such purchase on the Contractor/Supplier.
- f. It may further be noted that clause (b) above provides for recovery of liquidated demurrages on the cost of contract price of delayed supplies (whole unit) at the rate of 0.5% per week up to maximum limit of 10% of the contract value for such delay or part thereof. Liquidated demurrages for delay in supplies thus accrued will be recovered by the paying authority on instruction as specified in the supply order, from the bill for payment of the cost of materials / works submitted by the supplier / contractor in accordance with terms of supply order on instruction from Purchaser regarding liquidated demurrages amount.
- g. Notwithstanding anything stated above, equipment and materials will be deemed to have been delivered / SITC / SETC will be deemed to have been carried out only when all its components, parts are also delivered. If certain components of stores are not delivered in time / SITC / SETC not carried out in time, the stores / SITC / SETC will be considered as delayed until such time all the missing parts are also delivered.

29) Arbitration :-

- a. It is a further term of this contract that no person other than the person appointed by the Deputy Director General (E) , Doordarshan Kendra, Guwahati as aforesaid shall act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to the arbitration at all. The arbitrator(s) may from time to time, with the written consent of all the parties to the contract enlarge the time for making and Publishing the award. It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under the clause.
- b. It is also term of the contract that the contractor shall not stop the work under this contract and work shall continue as expected to continue whether the arbitration proceedings have commenced or not.
- c. The arbitrator shall give reasoned award in respect or each dispute or difference referred to him. The award as aforesaid shall be final and binding on all the parties to the contract in accordance with the law.
- d. The Venue of the arbitration shall be at Guwahati.

30) FORCE MAJEURE

- a. If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility acts of public enemy, civil commotions sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs or acts of God (here-in-after referred to as events), provided notice of the happening of any such eventuality is given by the either party to the other within 21 days from the date of occurrence there-of. Neither party shall by reasons of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non – performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the Doordarshan as to whether the deliveries have been so resumed or not shall be final and conclusive,
- b. provided further that if the performance in whole or in part or any application under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days either party may opt to terminate the contract, provide also that if the contract is terminated under this clause, the purchaser shall have liberty to take over from the contractor at a price fixed by Doordarshan, all unused, undamaged and acceptable materials, bought-out components and stores in course of manufacture in the possession of the contractor at the time of such termination of such portion there-of as the purchaser may deem it fit except of such materials, bought out equipments and stores as the contractor may with the concurrence of the purchaser elect to retain.

Technical Specification for 100 Mbps Internet Leased Line(ILL)

SNo		Specification
1	ISP	ISP should be a Reputed one and hold Valid License for Providing the service.
2	Internet Bandwidth in Mbps	100 Mbps of Internet Leased Line Service(1:1).
3	Download/Upload Bandwidth And Connectivity	Unlimited upload and download. Internet bandwidth should be with committed access rate on 1:1 Basis. Traffic should be routed to secondary international gateway if the primary gateway fails. Last mile Primary and Secondary Link will be on Fiber Optic with self healing Architecture.
4	Leased Fiber Optic Line	Leased Fiber Optic Line/pair should be exclusive to our Site and should not be shared with any one from Point of Presence (POP) which is owned by the ISP.
5	Redundancy	100% Redundant internet Leased Line (ILL) should be available from different source location using Ring architecture ,so that uptime availability shall be of 99.5% to be ensured. From the POP there should be redundancy of equipment, link, power back haul connectivity etc.
6	Terminal Equipments/Hardware	All the Terminal equipments/Hardware like Modems/ Converter etc. should be provided by ISP at our Site such that it is compatible with 1Gbps LAN. The connection at customer premises shall be terminated in RJ 45 connector, through suitable media converter of Fiber to LAN.
7	Static IP	ISP should provide minimum 8 Static IP's.
8	Satisfactory Acceptance Test	The methodology of the test will be at the direction of DDK Guwahati and same will be shared with the Bidder/ISP. Following Test may be Adopted : <ol style="list-style-type: none">1. Average Latency <250 ms up to ISP's 1st Tier1 Peering Point2. Domestic Latency <80 ms during Peak Traffic3. International Latency <300 ms during Peak Traffic4. Packet Loss <0.5%
9	Fault Monitoring	ISP must provide proactive monitoring services for ILL till Router for fault resolution.
10	Customer Support	In case of failure, customer support has to be provided by 24x 7 in a hierarchy i.e. customer support escalation matrix for Internet service should be provided by the bidder

Compliance statement

SNo		Specification	Compliance (Yes)/(No)	Remarks
1	ISP	ISP should be a Reputed one and hold Valid License for Providing the service.		
2	Internet Bandwidth in Mbps	100 Mbps of Internet Leased Line Service.		
3	Download/Upload Bandwidth And Connectivity	Unlimited upload and download. Internet bandwidth should be with committed access rate on 1:1 Basis. Traffic should be routed to secondary international gateway if the primary gateway fails. Last mile Primary and Secondary Link will be on Fiber Optic with self healing Architecture.		
4	Leased Fiber Optic Line	Leased Fiber Optic Line/pair should be exclusive to our Site and should not be shared with any one from Point of Presence (POP) which is owned by the ISP.		
5	Redundancy	100% Redundant internet Leased Line (ILL) should be available from different source location using Ring architecture, so that uptime availability of 99.5% ensured. From the POP there should be redundancy of equipment, link, power back haul connectivity etc.		
6	Terminal Equipments/Hardware	All the Terminal equipments/Hardware like Modems/ Converter etc. should be provided by ISP at our Site such that it is compatible with 1Gbps LAN. The connection at customer premises shall be terminated in RJ 45 connector, through suitable media converter of Fiber to LAN.		
7	Static IP	ISP should provide minimum 8 Static IP's.		
8	Satisfactory Acceptance Test	Successful provision on the link, subject to Satisfactory Acceptance Test. The methodology of the test will be at the direction DDK Guwahati and same will be shared with the Bidder/ISP. Following Test may be Adopted : 5. Average Latency <250 ms up to IUSP's 1 st Tier1 Peering Point 6. Domestic Latency <80 ms during Peak Traffic 7. International Latency <300 ms during Peak Traffic 8. Packet Loss <0.5%		
9	Fault Monitoring	ISP must provide proactive monitoring services for ILL till Router for fault resolution.		
10	Customer Support	In case of failure customer support has to be provided by 24X 7 in a hierarchy i.e. some customer support escalation matrix for Internet service should be provided by the bidder		

Signature of the Bidder /Tenderer
Name
Seal of the Company

Bidders Past Performance Proforma

CLIENT LIST

Sl. No.	Name & Address of client	Period From..... To.....	Description of Internet Service provided /stores / works in details	Service provided successfully	Remarks

Note: Certificate from clients to be enclosed along with this Performa.

ANNEXURE-C

PRASAR BHARATI DOORDARSHAN KENDRA GUWAHATI										
PRICE BID										
TENDER NO.				No. DDK/GHY/ES/OE/e-Tender. c1-1/2020-21 Dated: 29.10.2020						
DESCRIPTION OF WORK				Providing 100 Mbps Internet Leased Line(ILL) at DDK, GUWAHATI						
NAME OF THE BIDDER										
TENDERER'S QUOTATION NO.										
S.No.	Description of items/Works	Qty	Unit	HSN Code	PRICE					Total Amount including taxes in Rs.
					Unit in Rs.(Amount per Annum)	Rate	SGST%	CGST%	IGST%	
1	Providing 100 Mbps Internet lease line (ILL) service for one year as per the technical specifications , terms and conditions.	One job (Service to be provided for One year)	One job							
GRAND TOTAL										
GRAND TOTAL IN WORDS										
ADDITIONAL INFORMATION										
1	Due Date of the Tender									
2	Validity of the quotation									
3	Delivery Period									
4	Warranty									
5	Additional Information on Taxes, if any									
6	GST Registration NO.									
7	Any Other Information									
NOTE										
1. The statutory charges like SGST/CGST/IGST & GST on Service Tax etc which will not be borne by the bidder must be indicated as applicable with rates of taxes in the relevant columns, failing which this Organisation will not be liable for payment of any such charges.										
2. SGST/CGST/IGST and other taxes which are collected by statutory bodies on the way during transportation of materials shall not be included in the price bid. These taxes, if paid, may be reimbursed as per actual on claim with original receipt of payment.										