

## **Tender for Leaseline Internet connection**

1. Sealed quotations are invited from qualified Internet Service Providers (ISP) for providing Leaseline Internet Connection at the Institute for Defence Studies and Analyses, 1, Development Enclave, Rao Tula Ram Marg, New Delhi – 110 010.
2. **Pre-qualification Criteria:** Following are the specific pre-qualification requirements which should be satisfied by the ISP to be primarily considered for bidding for providing the **dedicated uncompressed, unshared, symmetric Internet leased line (1:1) Connectivity at IDSA** on the terms & conditions, mentioned in the appropriate section in this document:
  - 2.1 The ISP should have atleast Class B, ISP license, which should be currently valid.
  - 2.2. The ISP should have Local peering, within India, with at least one other ISP.
  - 2.3 The ISP should have fully resilient and self-healing network architecture, for the domestic backbone up to the international gateway in India
  - 2.4 The ISP should provide 99.5% service availability including the last mile connectivity, on a 24\*7\*365 basis.
  - 2.5 The ISP must have sufficient personnel in Delhi itself to provide 24\* 7\* 365 customer support and:
    - The ISP should have trouble ticketing system for call logging, monitoring and troubleshooting purpose.
    - The ISP should have single Toll Free/Local number for all the call logging and status update.
    - The ISP should have well defined capabilities and procedures to track call resolution progress status and provide the updates to the customer. In addition, ISP should have well defined management and technical escalation procedures.

If complying all of the above and qualifying to bid, the prospective **bidder shall provide appropriate documents stating compliance of the above**, put them in a separate envelope along with a compliance statement stating compliance to all the above requirements, super scribe it with “**Compliance of Pre-qualification requirements**” and enclose it along with the technical bid.

3. **Submission of offer:** The offers must be submitted in the prescribed format and should be addressed to the Assistant Director (Administration), Institute for Defence Studies and Analyses, 1, Development Enclave, Rao Tula Ram Marg, New Delhi-110010, giving indication that it contains the tender under sealed cover. The offer should be submitted in two separate sealed covers, and both covers must be put in one sealed envelop which shall be addressed to the IDSA.
  - 3.1 The first cover shall contain **Technical bid** in the prescribed format (Attachment II) and should be superscribed “Technical bid-Internet Connection”. This cover will have:
    - a. Detailed company profile
    - b. Details of work done of similar nature in the last three financial years along with the name and address of the clients.
    - c. Balance Sheet of the service provider for the last three financial years duly certified by the Chartered Accountant.
    - d. The income tax returns of the last three years certified by the service provider’s Chartered Accountant.

In case EMD is not found, the offer will be rejected summarily. All the enclosures must be flagged and signed by the vendor.

- 3.2. The second cover must contain **Financial bids** with details on amount that the service provider quotes (Performa Enclosed as Annexure III) for providing the services described in the scope of work categorised as Annexure-I. The cover must superscribe “Financial bid-Internet Connection”
4. **Earnest Money Deposit**
- 4.1 The bidders are required to deposit along with their Quotes a sum of Rs 25000/- (Rupees Twenty Five thousand only) in the form of bank draft from Nationalised bank in favour of **IDSA, New Delhi** towards earnest money. In case of unsuccessful bidders, the same will be returned to them (within four working days).
5. **Nature of Work**
- 5.1 As in the scope of work categorized as Annexure – I.
6. **Security Deposit:** Upon the acceptance of bid, the bidder shall be required to enter into an appropriate agreement with IDSA incorporating the endorsed terms and conditions at **Annexure-IV**, inter alia, in accordance with law. All expenses and statutory/regulatory levies in this regards shall be borne by the bidder. An amount equivalent to 10% of contract value will be deposited by the successful bidder as a Performance Guarantee Deposit in the form of Bank Guarantee/Bank Draft (Refundable/ Interest free).
7. **Tender Opening:** Technically qualified bidders will be informed about the date, time and venue of opening financial bid. One authorized personnel from company may be present at the time of financial bid opening.
- 7.1 IDSA reserves the right to cancel any tender in full or in part without citing any reason.
8. **Submission of Bids**
- 8.1 Interested vendors may conduct survey and for further information, if desired may contact the undersigned.
- 8.2 The last date for the receipt of the bids is **July 30, 2011** (16:00h).
- 8.3 The bids are to be submitted in sealed envelopes to:-

**Wg. Cdr. Hemleta Lohani**  
Assistant Director (Admin)  
Institute for Defence Studies and Analyses  
No. 1 Development Enclave  
Rao Tula Ram Marg  
New Delhi – 110 010

## Annexure I

# SCOPE OF WORK

### **Requirement of Leaseline Internet connection**

IDSA has major dependence on Internet for research, communication, maintenance of website and many other important tasks. Since, April 2008 IDSA is having 2 Mbps (1:1) Leaseline connectivity from MTNL.

In these three years, number of Internet users at IDSA has increased substantially. The communication over email has also increased manifolds. IDSA's website is also now more dynamic and is updated frequently.

In order to have good quality, reliable Internet connection at competitive and best pricing, IDSA invites bids reputed ISPs.

Vendor should quote for aggregated 4 Mbps (1:1), 8 Mbps (1:1) and 10 Mbps (1:1) uncompressed symmetrical bandwidth with responsibility to distribute the bandwidth on Ethernet port. The vendor should be direct ISP (with valid licenses) and preferably should have multiple internet gateways. No intermediaries will be allowed. They should have quality experience in providing ISP facilities.

### **Existing system environment at IDSA, New Delhi**

Network has Cisco Catalyst 3750 Series, Cisco 2800 Series router, a paid of modem - CTC Union SHDT403/V.35-RB connected further to switches/hubs in Client/Server environment.

### **Service Level Agreement Benchmarks**

A detailed Service Level Agreement (SLA) is required to maintain effective quality of service. Minimum requirements of the SLA are listed below.

1. **Service Availability:** Services for IP network shall be provided at a level of 99.5% uptime guaranteed. This shall apply to Services provided on network between landings up to IP router port offered by the service provider. In the event that service levels fall below 99.5%, penalty will be levied.

2. **Round Trip delay /IP Layer Connectivity:** The average monthly round trip delay (two ways, going plus coming back) measured over a calendar month from the IP gateway router port of IDSA, New Delhi to the IP port of the first hop router of upstream provider shall not be greater than 120msec. The average monthly round trip delay of first hop in USA or other country pop of the service provider shall not be more than 250 msec in all cases.

Measurement shall be done by ping tests conducted over ten minutes intervals by sending 10 UNIX based packets of data each consisting of 52 to 100 bytes.

The average monthly packet drop to the last hop router in any PoP of the Service Provider shall be 0% measured over a calendar month from the IP gateway router port of IDSA, New Delhi.

3. **IP Addresses:** The bidder shall provide atleast 10 full class C real static IP addresses for the given location for exclusive use by IDSA.
4. **Installation:** The bidder shall do installation and configuration of modems, routers etc to make the entire system working to provide sustained Internet connection.
5. **Last Mile connectivity:** Providing last mile connectivity to the IDSA premises will be the responsibility of ISP. Existing system environment at IDSA is given above. The ISP shall meet the additional requirements of associated hardware such as modems/converters/routers etc at his own cost. Additional Router, if required, should be Cisco make with minimum two WAN and four Ethernet ports.
6. **Termination details:** Complete details of service provisioning including offered bandwidth, termination details etc. are to be clearly stated.
7. **Monitoring software/tools:** The service provider will provide suitable software/tools for monitoring and recording the uptime of the leased line. The software should also provide packet loss and bandwidth usage at five minutes intervals. The service provider shall also provide packet loss and latency statistics at different PoPs throughout their network.
8. **Support:** The ISP must have adequate support facility in NCR/Delhi to provide 24x7x365 customer support. The service provider should have centralized trouble ticketing tool for call logging and troubleshooting purpose. The service provider must have Toll Free number/Help Desk for all the call logging and status update.
9. **MRTG:** The ISP has to provide MRTG login where Purchaser can check monthly MRTG report of usage of Bandwidth.

**Annexure-II**  
**FORMAT FOR TECHNICAL BID**

- |  |          |
|--|----------|
| 1. Detailed company profile                        | At page: |
| 2. Experience of executing similar projects        | At page: |
| 3. Balance sheet of last three financial years     | At page: |
| 4. Income Tax Return of last three financial years | At page: |
| 5. EMD details                                     | At page  |

**SIGNATURE:**

**DATE:**

*Documents stating compliance of pre-qualification criteria should be send in an envelope superscribed “Compliance of Pre-qualification requirements” and enclose it along with the technical bid.*

**The above details must be submitted by the covering letter duly signed by the bidder.**

**Annexure - III**  
**FORMAT FOR FINANCIAL BID**

(To be filled in prescribed format and should be sealed in separate envelop superscribed  
 “Financial bid-Internet Connection”)

Package	Details	One time-charges if any			Annual Charges (including service charges for router/modems/other hardware provided by the bidder)			Total charges (a)+(b)
		Amount	Taxes	Total (a)	Amount	Taxes	Total (b)	
<b>Package 1</b>	4 Mbps (1:1) uncompressed symmetrical based with distribution over 1 Ethernet port							
<b>Package 2</b>	8 Mbps (1:1) uncompressed symmetrical based with distribution over 1 Ethernet port							
<b>Package 3</b>	10 Mbps (1:1) uncompressed symmetrical based with distribution over 1 Ethernet port							

**No other charges will be entertained.**

**Signature and seal of the Vendor:**

**Date:**

**Annexure - IV**  
**CONDITIONS OF CONTRACT**

**Definitions and interpretation**

In the contract, unless the context otherwise requires:

- i. "Acceptance of Tender" means the letter communicating to the Vendor the acceptance of his tender and includes an advance acceptance of his tender.
- ii. "Contract" means and includes Bid Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Schedule of Requirements, particulars and other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Vendor and a formal agreement, if executed.
- iii. "Purchaser" means and includes an officer who is authorised on behalf of the Institute for Defence Studies and Analyses to place the order.

**Penalty for delay in commissioning**

- i. The schedule to be given for testing and acceptance and/or delivery and installation at site is to be strictly adhered to in view of the strict time schedule for implementation of various projects of the Purchaser as time is essence of the contract. Any unjustified and unacceptable delay in delivery beyond the delivery schedule as per Purchase order shall render the vendor liable for liquidated damages by way of penalty at the rate of 1.5% (one and one half percent) per week subject to a maximum of TEN weeks and thereafter the Purchaser holds the option for cancellation of the order of pending supply and procure the same from any other vendor and invoke the Bank Guarantee of the vendor. In addition, the vendor shall also be liable to pay the Purchaser a cancellation charge of 8½% (eight and a half percent).
- ii. The decision of the authority placing the order, whether the delay in commissioning has taken place on account of reasons attributed to the vendor shall be final.

**Acceptance Certificate**

On successful completion of acceptability test for 15 days and after IDSA is satisfied with the accuracy and completeness of the performance of the Internet service on various parameters, the acceptance certificate signed by the representative of IDSA and representative of the Vendor will be issued.

**Performance Guarantee Bond**

After an acceptance of tender is issued by the Purchaser, the vendor shall furnish a Performance Guarantee Bond of 10% of the total Contract Value within 15 days from the receipt of the advance Acceptance of the Tender by the Purchaser.

On performance and completion of the contract in all respects, the Performance Guarantee Bond will be returned to the vendor without any interest.

**Payment Terms**

The payment mode for One Time charges will be after acceptance test is done and for recurring charges will be on quarterly basis at the end of each quarter.

In case there is price reduction in service components during the contract period then the vendor (ISP) will pass on all such benefits to IDSA without claiming by the purchaser.

The ISP will be responsible for providing all hardware and configuration of routers and other devices.

**Warranty**

The bidder shall ensure an uptime of 99.5% for the entire duration.

**Penalty for Downtime**

If the services remain down for any reason from 4 hours to 24 hours including Saturday and Sunday then 0.5% of the proportionate contract value will be deducted as penalty and if services remain down from 24 hours to one week including Saturdays, Sundays, and holidays then 1% of the proportionate contract value will be deducted as penalty.

Following compensations shall be provided by the service provider in case of the delay in Round Trip:

Round-Trip delay	Packet Loss	Compensations
>290msec<330msec		24 hour service charges
>330 msec		7 Days service charges
	Greater than 1%	7 Days service charges

If, however, services remain down for more than a week then 2% of the proportionate contract value will be deducted as penalty for each such weeks up to a month after which the amount will be debited from Security Deposit and the purchaser will have right to cancel the order and go for any other ISP.

Service Provider have to provide software which gives hour to hour report.

**Settlement of Dispute & Jurisdiction :**

Parties shall endeavour to amicably resolve disputes, if any, with regard to the interpretation, execution and/or implementation of this agreement.

Thereafter, all such disputes shall be determined exclusively by the Director General, IDSA whose decision shall be final and binding upon the parties.

Disputes, if any, with regard to the decision of the Director General, in this regard, shall be referred to Arbitration by a sole Arbitrator to be appointed by IDSA and all proceedings in



this regard shall be subject to the sole and exclusive jurisdiction of Courts of competent jurisdiction at New Delhi.

The Arbitration Proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and the proceedings of the Arbitration shall be in English. The venue shall be at the IDSA or at such other location as the Arbitrator may deem fit.

Standard force-majeure conditions would apply.

**Right to award the contract**

The Institute reserves the right to award the contract to any of the bidders irrespective of not being lowest, taking into consideration of interest of the Institute and in this respect, the decision of the Institute shall be final.