



NEW TOWN KOLKATA DEVELOPMENT AUTHORITY

(A Statutory Authority Under Government of West Bengal)

Plot No. DG/13, Premises No. 04-3333, Action Area-ID,
New Town, Kolkata - 700 156

Memo No: 7697 /NKDA-14024(11)/1/2020-IT SEC(NKDA)-NKDA-Part(1)

Date :12/09/2022

NOTICE INVITING e-TENDER

Notice Inviting e-Tender No: 22 /EE(E)/NKDA/2022-23

Tender for 20 MBPS Internet Connectivity Leased Line (1:1 Uncompressed and Unshared) for registered office of NKDA Unit Office, Action Area – III, New Town -700135 [Coordinate: 22.572870483798912, 88.51492538727553]

List of Schemes: -

Name of work	Estimated Amount (Rs.)	Earnest Money (Rs.)	Period of completion
20 MBPS Internet Connectivity Leased Line (1:1 Uncompressed and Unshared) for registered office of NKDA Unit Office, Action Area – III, New Town -700135	To be quoted	Rs.5,000/- (Rupees Five Thousand only) token amount	Installation within 6 weeks and contact period initially for 1 yr.

1. Intending bidder should download the tender documents from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate. All the bidder shall have to submit earnest money & necessary earnest money will be deposited by the bidder through the following payment mode as finance dept. order no-3975-F (Y) dated 28th July 2016
 - i) Net banking (any of the banks listed in the ICICI Bank payment gateway in case of payment through ICICI payment gateway).
 - ii) RTGS/NEFT through bank account in any bank. The EMD shall be deposited in favour of “New Town Kolkata Development Authority” payable at Kolkata.
2. Both Technical bid and financial bid are to be uploaded concurrently duly digitally signed in the website <https://wbtenders.gov.in>. The acceptance of lowest bid is not obligatory.
3. Corrigendum, further notices and responses to queries if any will be published in the website <https://wbtenders.gov.in> at the appropriate section.
4. Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Time Schedule stated in Sl. No. 26 of this NIT.
5. In term of Finance Department, Audit Branch, Govt. of West Bengal’s Notification no.4374-F(Y) dated 13th July, 2017, the bidder has to uploaded valid 15-digit Goods and service Taxpayer Identification Number (GSTN) under GST Act, 2017, along

with his bid. The bidder should note that bid uploaded without GSTIN will be summarily rejected

6. In term of finance dept. Govt. of West Bengal G.O. no-4608-F (Y) dated 18th July 2018 when bid rate is 80% or less of Estimated Amount put to tender, the Bidder shall submit Additional Performance Security @ 10 % of the Tendered Amount from any Schedule commercial Bank, before issuance of work order.

7. **Eligibility criteria for participation in the tender.**

PART – I (TECHNICAL BID)

- a. Bidder must be a Class-A ISP/Unified license holder for DoT, Govt. of India (Copy of DoT license is to be uploaded).
- b. The Bidder should have own access network for providing last mile (local loop).
- c. The Bidder should have its NLD backbone over owned/Leased /IRU based Fibre cable and should have more than 15 x STM-64 capacity on MPLS core. The core should be on DWDM technology. (Self-declaration to be uploaded).
- d. The last mile access links offered should be thru un-contention media. (Self-declaration to be uploaded).
- e. The Telco should have a valid ISO 27001, ISO 20000 and TL 9000/ISO 9001 (Copies of Valid certificates to be uploaded). In case of TL 9000 Certificate not available, bidder have to upload application for acknowledgment of TL 9000 Certification along with self-declaration.
- f. ISP/Bidder should have minimum average turnover of INR 50 Cr. during last 3 financial years i.e. 2018-19, 2019-20, 2020-21 (Copies of audited financial statements should be uploaded).
- g. The bidder shall have an experience in providing Internet band width on Fiber of at least two 20 mbps to single large organization. (Customer PO copy to be uploaded).
- h. The bidder shall have Network management center with DR Facility in at least one location in India. (Self-certificate by authorized signatory of the company to be uploaded giving details).
- i. The bidder shall NOT have been black-listed by any Central or State Ministries/ PSUs/ Govt. Department. (Self-declaration letter to be uploaded).
- j. Service Level Parameters (undertaking to be uploaded)

Connection Type	Internet Leased Line
Bandwidth	20 Mbps (1:1) Leased Line Internet bandwidth (including Supply, Testing, Installation & Commissioning).
Termination Type	Interface delivery shall be on Fast Ethernet/Gigabit Ethernet
Bandwidth type	1:1, uncompressed and unshared should be available in both UL & DL
Last Mile	on OFC (Optical Fiber) or WLL
Live IPs to be provided	Minimum 8 IPs (IPv4) addresses including Reverse Lookups configured at these IP's.

SLA report like latency, packet loss, utilization and uptime report will be provided by bidder.

Sl No.	Service Level Parameter: SLA	Minimum Requirement
1	Service Availability	98.5%-Wireline
2	Packet Loss	should be less than 1%

Maximum Ping response:

Domestic Locations	<=80ms *Mumbai, Chennai, Gurgaon, Kolkata, Pune, Ahmedabad, Hyderabad, Bangalore, Bhopal, Varanasi, Jaipur, Bhubaneswar, Nagpur.
USA (East Coast)	<= 270 ms
USA (West Coast)	<= 300 ms
UK	<= 190 ms
Hong Kong	<=120 ms
Singapore	<=100 ms

Part – II (Financial Bid)

Financial bids of those bidders who qualify the technical evaluation will be opened. The evaluation of Bids shall be done based on the Eligibility Criteria and Financial Lowest Cost Basis Selection (LCBS).

Note: -

- a) NKDA would pay the annual rental (inclusive of GST) in equal quarterly installment.
- b) NKDA would pay one-time cost only after successful installation.
- c) NKDA will not bear any other extra cost or recurring other than the annual rental in future.
- d) Rates for any additional /optional features to be mentioned clearly and separately.
- e) The rates quoted should be in Indian rupees only. Price must to be quoted both in figures and in words. In case of a discrepancy in the two, price quoted in words will be taken as valid.
- f) ANY INCREASE IN BANDWIDTH NEEDED WOULD BE ON PRO-RATA BASIS. However, NKDA shall place the order for required additional bandwidth as and when required by giving a written request to the Tenderer.
- g) No other charges would be payable by NKDA.

8. Local Conditions:

It shall be the responsibility on each tenderer to fully inform / acquaint / familiarize itself with local conditions and factors, which may have any effect on the execution of services

to be rendered under the contract. All tenderer(s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions.

NKDA shall presume that the tenderer has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by NKDA, on the basis of any non-clarity of information about local conditions being pleaded by the tenderer. Further, no claim for financial adjustment being made by the contract awarded on these tender documents will be entertained by the NKDA

9. Validity:

Quoted rates must be valid for a period of 180 days from the stipulated last date of submission of bid. The overall offer for the assignment and tenderer(s) quoted price shall remain unchanged during the period of validity. The tenderer(s) should be ready to extend the validity, if required.

10. Installation & Commissioning:

Project will be completed within 6 weeks 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.

If the Service Provider fails to uplink the connectivity by the specified date, then the penalty at the rate of 1% per week of the total order value subject to a maximum of 10% of total order value will be deducted.

11. Payment Terms & Conditions:

Payment will be made quarterly at the end of each quarter on submission of invoice.

12. Contract Period:

The contract period for providing the Internet Leased Line connectivity to NKDA would be initially for 2 (two) years and may be further extended upon satisfactory Services provided by the Selected Bidder, at the sole discretion of NKDA, based on the requirement of the NKDA on yearly basis, else it will stand cancelled on expiry of contract or on written notice within 30 days.

NKDA has sole discretion to cancel the contract at any point of the time 30 days prior notice to selected bidder.

In the event of the successful bidder failing to execute the work order the next lowest bidder will be awarded the contract.

13. Price Schedule (Commercial Bid)

- i) Band width Charges or Annual Port Charges 20 MBPS 1:1 uncompressed and unshared Internet Leased Line including last mile on Fiber or WLL.
- ii) One-time installation fee (if any)

14. Commencement of Contract:

The Service Provider shall commence the work from the date of receipt of acceptance of work order Agreement which shall be accepted by the Service Provider not more than 10 days from the receipt of the work order or 15 days from the date of said order whichever is earlier.

15. Service Provider Obligations:

1. The Service Provider shall be responsible for providing the 20 MBPS leased line internet connectivity at *NKDA Office at "NKDA UNIT OFFICE, ACTION AREA-III, NEWTOWN, WEST BENGAL 700135 "*, at all the time throughout the contract period.
2. The Service Provider shall be responsible for supply, installation, configuring and commissioning of hardware at NKDA office and uplink of connectivity.
3. Liaising (if required) with other firm(s) for obtaining point to point connectivity between ISP node and NKDA, shall be the responsibility of the Service Provider (necessary hardware should be provided by ISP for point to point link activation if required).
4. 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 be responsible for making all the payments towards the local loop charges / rentals / WPC charges etc.
5. The Service Provider will do preventive maintenance once a quarter for upkeep of the systems running. The schedule will have to be adhered to strictly by him.
6. Should provide performance monitoring system which include real time bandwidth utilization report and site health report.

16. Service Level Guarantee:

- A. The Service Provider shall provide the 20 MBPS (1:1) Internet leased line connectivity at all the time (24X7X365) at NKDA Office at "NKDA UNIT OFFICE, ACTION AREA-III, NEWTOWN, WEST BENGAL 700135".
- B. To provide Internet Router Port at ISP Gateway for required Bandwidth and minimum

subnet of 8 Public IP addresses including Reverse Lookups configured at these IP's.

- C. Packet Losses: Less than 1 % (Average over 1000 ping) at any given point of time to any part of Country / ISP Internet gateway.
- D. Latency: Less than 100ms from NKDA to ISP's tier 1 peering point. Latency will be randomly checked on daily basis. In case of non-adherence latency limit, the link will be considered as down with effect from time of detection till the time is restored.
- E. Network Availability (uptime): More than 99.50 % per month.
- F. Reports for performance, monitoring / usage like MRTG or equivalent to be submitted by the ISP on monthly basis or as per requirement of NKDA.
- G. Downtime Calculation: Downtime shall be calculated as $(\text{Total Time} - \text{Down Time}) \times 100 / \text{Total Time}$. Deduction in payment will be made for downtime in the quarterly bills raised by the ISP.
- H. The response time for attending the faults will be 1 hour after they are reported to the ISP. The ISP will rectify the faults within 12 hours failing which; the vendor will arrange temporary replacements. The services shall be provided 24 X 7 days in a week.
- I. Downtime penalty in % of quarterly payment:

Sl. No	Downtime	Penalty in % on monthly bill
1	>= 98.5%	0
2	>= 98 to < 98.50	5
3	>= 97 to < 98	10
4	>= 96 to < 97	15
5	>= 95 to < 96	20
6	>= 90 to < 95	30
7	>= 85 to < 90	40
8	>= 80 to < 85	50
9	< 80%	100
10	Continuous 48 Hrs.	50
11	Continuous 72 Hrs.	100

- J. Mean Time to Repair (MTTR), Packet loss and Link failover will be calculated from Network Management System (NMS) provided by the vendor installed at NKDA side or through ISP portal.

17. Force Majeure:

Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events: uncontrollable events such as war, extreme weather, earth quakes, hurricanes, lighting & explosions, unexpected legislation which prevents rendering of supplies or specified services by the Supplier for a period exceeding a continuous period of 7(seven) days.

18. Arbitration:

Any dispute arising under this document will be referred either by NKDA and/ or the Bidder to CEO, NKDA and the decision made by CEO, NKDA will be treated as final and binding upon the NKDA and the Bidder accordingly.

19. Jurisdiction:

The courts at Kolkata alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender/contract. It is specifically agreed that no court outside and other than Calcutta High Court shall have jurisdiction in the matter.

20. Formats for Technical & Financial Bids

The technical Bid should contain [to be uploaded]:

- i) DoT license is to be provided.
 - ii) Declaration on own access network for providing last mile (local loop).
 - iii) Declaration of NLD backbone shall be established over owned/Leased /IRU based Fiber cable and should have more than 15xSTM-64 or 15x10 Gig capacity links based on DWDM technology.
 - iv) Declaration on last mile access links offered should be thru un-contention media.
 - v) Copy of valid ISO 27001, ISO 20000 and TL 9000/ISO 9001. In case of TL 9000 Certificate not available, bidder have to submit application for acknowledgment of TL 9000 Certification along with self-declaration.
 - vi) Copies of audited financial statements showing minimum average turnover of INR 50 Cr. during last 3 financial years i.e. 2018-19, 2019-20, 2020-21.
 - vii) Work Order & Installation copy showing experience in providing Internet band width on Fiber of at least two 20 mbps to single large organization.
 - viii) Declaration on Network management center with DR Facility in at least one location in India.
 - ix) Self-declaration NOT have been black-listed by any Central or State Ministries/ PSUs/ Govt. Department.
 - x) Self-declaration on Service Level Parameters as mentioned in the Tender Document.
 - xi) Registration documents of the Organization.
 - xii) Permanent Account Number (PAN)
 - xiii) GST.
 - xiv) Trade License showing Office address in Kolkata.
 - xv) Name, Address with Telephone number, emailed and Mobile numbers of the contact Person.
21. Any related Corrigendum, extension of date(s) and others in respect of above tender shall be issued only on NKDA/E-tender website www.nkdamar.org / www.wbtenders.gov.in

SITE DETAILS

Company Name and address	NKDA Unit Office Near Shukhobrishti Housing Complex, Action Area – III, New Town -700135 [Coordinate: 22.572870483798912, 88.51492538727553]
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22. No advance and secured advance will be considered.

23. Idle labour, idle rent and hire charges etc.:

No claim of any category and type, on this ground shall be entertained. The contractor and NKDA shall make every effort that such situation does not arise.

24. Testing and Testing Equipment: Testing of equipment and material, to be used in work and the quality of finished work on quality control aspect, is to be undertaken by the Bidder at their own cost, with facilities provided at site and / or through approved (by NKDA) Test Houses / Laboratories.

25. Security Deposit:

EMD will be converted as Security Deposit and be kept with NKDA during entire period of Contract. No interest will be paid on the money retained for Security Deposit.

26. Date and Time Schedule:

Sl. No.	Particulars	Date & Time
1	Date of uploading of NleT & other Documents (online) (Publishing Date)	12/09/2022
2	Documents download start date (Online)	12/09/2022
3	Documents download end date (Online)	23/09/2022
4	Bid submission start date (On line)	15/09/2022
5	Bid Submission closing date (On line)	23/09/2022
6	Bid opening date for Technical Proposals (Online)	26/09/2022
7	Last Date of uploading list for Technically Qualified Bidder(online)	Will be intimated in due course
8	Date for opening of Financial Proposal (Online).	Will be intimated in due course

27. Earnest Money for the successful tenderer will be retained and converted as Security deposit.

a) The security deposit of the successful tenderer will be refunded after defect liability period as stipulated in relevant clause of the agreement to be made in WBF2911(ii).

28. The tenderers are bound by the terms & conditions of WBF 2911(ii) along with specification, notice for calling Tenders, Special terms & condition, Information to Bidders, Schedule of works etc, which forms a part and parcel of this contract.

29. Income Tax & G.S.T will be deducted as per Govt. orders issued from time to time and would be applicable on the date of making payment of the bills.

30. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. New Town Kolkata Development Authority reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any reimbursement of any cost that might have been incurred by any Tenderer at any stage of Bidding.

31. Prospective applicants are advised to note carefully the minimum qualification

criteria before tendering the bids.

32. **Conditional / Incomplete tender will not be accepted under any circumstances.**
33. **The intending tenderers are required to quote the rate online. The rate should be inclusive of all components and taxes.**
34. Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 and the notification (s) thereof or any other laws relating thereto and the rules made and order issued there under from time to time.
35. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.
36. Before issuance of WORK ORDER, the Tender Inviting Authority may verify the credential and other documents of the lowest tenderer if found necessary. After verification if it is found that the documents uploaded by the lowest tenderer is either manufactured or false in that case work order will not be issued in favour of the said Tenderer under any circumstances and his/their offer will be treated as cancelled.
37. If any discrepancy arises between two similar clauses on different notification, the clause superseding others will be solely as per the discretion of the Tender inviting authority
38. The successful Tendered whose tender is accepted shall make formal agreement in WBF 2911 (ii) along with bid documents in triplicate, within 7 (seven) days from the date of issue of work order by Executive Engineer (E), New Town Kolkata Development Authority on payment of usual charges which is non-refundable under any circumstances and submit the same duly signed by him/them to this office. If the contractor fails to perform the formalities within the specified period the Tender is liable to be cancelled and the Earnest Money will be forfeited as per relevant clauses under memorandum of WBF 2911(ii).
39. **Qualification criteria:**

The tender inviting and Accepting Authority will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria as stipulated in relevant clauses of this NIEt.
40. The eligibility of a bidder will be ascertained on the basis of the document(s) uploaded in support of the minimum criteria. If any document uploaded by a bidder is either manufactured or false, in such cases **the eligibility of the bidder / tenderer will be rejected at any stage** without any prejudice to take any penal action against him/them as may be deemed fit by the Tender Accepting Authority.

AND

The agency must have the capacity to engage laborers and material as directed by EIC.

41. The agency should supply the materials as per confirming to IS mark and specification laid down in schedule and also to be taken approval from EIC / his representatives before utilize in work.

42. **No. price preference and other concession as per order no. 1110F dated: 10/02/2006 will be allowed.**
43. NKDA will not be held responsible for making payment against any anticipated profit and/or compensation for any losses or price escalation whatsoever for the works as stated in the annexure of this NIT. Rates should be quoted accordingly.
44. The address as furnished by the contractor shall be deemed as the postal address of this office. Any notice or instruction to be given to the contractor under the terms of contract shall be deemed to have been served if it has been delivered to his authorized agent (on the strength of authorization) or representative or sent by registered letter to his official address as furnished.
45. Arbitration clause of WBF 2911(ii) stands deleted.
46. Participation in this tender deems that the applicant is fully agreeable to abide all terms and conditions as stated in this Notice Inviting e tender as well as WBF 2911(ii).
47. Mobilization advance, time / cost overrun and consequent cost escalation for any material, labour, etc. will not be allowed.
48. All materials are to be procured and supplied at site of work by the tendered / firm at his / their own cost from approved reputed dealer / manufacturer. Departmental materials will not be issued under any circumstances unless any such provision is made and accepted latter by both the parties. Department unless otherwise stated means New Town Kolkata Development Authority.

Executive Engineer (E)
New Town Kolkata Development Authority

Memo No: 7697/1(8)NKDA-14024(11)/1/2020-IT SEC(NKDA)-NKDA-Part(1)

Date:12/09/2022

Copy forwarded for information and necessary action to :-

1. Chief Executive Officer, NKDA
2. Chief Engineer, NKDA.
3. Executive Engineer – I, NKDA.
4. Finance Officer, NKDA.
5. Estimator/ Sr. Accountant / Cashier, NKDA.
6. P.A to the Chairman, NKDA.
7. Office Notice Board.
8. Official Website. (www.nkdamar.org).

Executive Engineer (E)
New Town Kolkata Development Authority