



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: 6446/NKDA-14024(11)/1/2020-IT SEC(NKDA)-NKDA-Part(1)

DATE: 05/08/2022

NOTICE INVITING e-TENDER

Notice Inviting e-Tender No: 05 /EE(E)/NKDA/2022-23

Tender for 100 mbps backup internet connectivity leased line (1:1 uncompressed and unshared) connection for New Town Kolkata Development Authority, Administrative Building. Plot no - DG/13, premises no - 04-3333, Action Area - ID, New Town, Kolkata – 700156

(Submission of Bid through **online**)

List of Schemes: -

Name of work	Estimated Amount (Rs.)	Earnest Money (Rs.)	Period of completion
100 MBPS BACKUP INTERNET CONNECTIVITY LEASED LINE (1:1 UNCOMPRESSED AND UNSHARED) CONNECTION FOR NEW TOWN KOLKATA DEVELOPMENT AUTHORITY	To be quoted	Rs.10,000/- (Rupees Ten Thousand only) token amount	Installation within 3 weeks and contact period initially for 1 yr.

- 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
 - Net banking (any of the banks listed in the ICICI Bank payment gateway in case of payment through ICICI payment gateway).
 - RTGS/NEFT through bank account in any bank. The EMD shall be deposited in favour of “New Town Kolkata Development Authority” payable at Kolkata.
- 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.
- Corrigendum, further notices and responses to queries if any will be published in

Page 1 of 11

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. 17 of this NIEt.
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 provided).
- b. The Bidder should have own access network for providing last mile (local loop).
- c. NLD backbone shall be established over owned Fiber cable and should have more than 15xSTM-64 or 15x10 Gig capacity links based on DWDM technology. (Self-declaration to be given).
- 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 100 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 100 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. Bidder should not have any existing internet connectivity in the proposed location. (Self-declaration letter to be uploaded).
- k. Service Level Parameters (undertaking to be uploaded)

Connection Type	Internet Leased Line
Bandwidth	100 Mbps (1:1) Leased Line Internet bandwidth should be available in both UL & DL (including Supply, Testing, Installation & Commissioning).
Termination Type	Interface delivery shall be on Fast Ethernet/ Gigabit Ethernet
Band width type	1:1, uncompressed and unshared should be available in both UL & DL
Last Mile	On OFC (Optical Fiber)
Live IPs to be provided	Minimum 16 IPs (IPv4) Live/ Public addresses.

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

Sl No.	Service Level Parameter: SLA	Minimum Requirement
1	Service Availability	99.5%-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)	<=270ms
USA(West Coast)	<=300ms
UK	<=190ms
Hong Kong	<=120ms
Singapore	<=100ms

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).

8. Financial Bid

Sl. No.	Particulars	Price in INR	
		Annual Rental	One-time Cost
1	Annual rental of 100 MBPS (Backup) Internet Connectivity Leased Line (1:1 Uncompressed and Unshared) inclusive of all taxes.		Nil
2	One-time (all inclusive) installation fee along With hardware charges.	Nil	

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.
- f) ANY INCREASE IN BAND WIDTH NEEDED WOULD BE ON PRO-RATA BASIS. However, NKDA shall place the order for required additional band width as and when required by giving a written request to the Tenderer.
- g) No other charges would be payable by the NKDA.

9. 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.

10. 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.

11. Installation & Commissioning:

Project will be completed within 3 weeks from the date of issue of the Work order and agreement. 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 maximum of 10% of total order value will be deducted.

12. Payment Terms & Conditions:

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

13. Contract Period:

The contract period for providing the Internet Leased Line connectivity to NKDA would be initially for 1 (one) year 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 30days. In the event of the successful bidder failing to execute the work order the next lowest bidder will be awarded the contract.

Regarding renewal of contract selected bidder have to submit renewal request 30 days prior of end of the contact.

14. Price Schedule (Commercial Bid)

- i) Band width Charges or Annual Port Charges for 100 Mbps 1:1 uncompressed and unshared Internet Leased Line including last mile on Fiber.
- ii) One-time installation fee (if any)

15. Commencement of Contract:

The Service Provider shall commence the work from the date of receipt of acceptance of work order & Agreement.

16. Service Provider Obligations:

A. The Service Provider shall responsible for providing the 100 Mbps Backup leased line internet connectivity at *NKDA Office* at "NEW TOWN KOLKATA DEVELOPMENT AUTHORITY, ADMINISTRATIVE BUILDING. PLOT NO - DG/13, PREMISES NO - 04-3333, ACTION AREA - ID, NEW TOWN, KOLKATA - 700156", at all the time throughout the contract period.

1. The Service Provider shall be responsible for supply, installation, configuring and commissioning of hardware at NKDA office and uplink of connectivity.
2. 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).
3. The Service Provider would insure 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.
4. 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.

5. Should provide performance monitoring system which includes real time bandwidth utilization report and site health report.

17. **Service Level Guarantee:**

- A. The Service Provider shall provide the 100 Mbps (should be available in both UL & DL) & Fibre leased (1:1) Internet leased line connectivity at all the time (24X7X365) at NKDA Office Server Room 1st Floor at "NEW TOWN KOLKATA DEVELOPMENT AUTHORITY, ADMINISTRATIVE BUILDING. PLOT NO - DG/13, PREMISES NO - 04-3333, ACTION AREA - ID, NEW TOWN, KOLKATA - 700156".
- B. To provide Internet Router Port at ISP Gateway for required Band width and minimum subnet of 16 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. National Backbone should be available on the same ISP.
- G. Reports for performance, monitoring / usage like MRTG or equivalent to be submitted by the ISP on monthly basis or as per requirement of the NKDA.
- H. Downtime Calculation: Down time shall be calculated as $(\text{Total Time} - \text{Down Time}) \times 100 / \text{Total Time}$. Deduction in payment will be made for down time in the quarterly bills raised by the ISP.
- I. 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 24X7 days in a week.
- J. Down time penalty in % of quarterly payment:

S.No.	Downtime	Penalty in % on Quarterly bill
1.	≤ 1.5 hrs	0
2.	$1.5 \text{ hrs} < D \leq 2$ hrs	10
3.	$2 \text{ hrs} < D \leq 3$ hrs	20
4.	$3 \text{ hrs} < D \leq 4$ hrs	30

5.	4 hrs <D<=5 hrs	50
6.	5 hrs <D<=10 hrs	70
7.	D>10 hrs	100

Down time due to the following situations will not be considered for the purpose of penalty:

- a) Link down due to power failure / or any situation which are beyond the control of service provider.
- b) Due to schedule maintenance by the Service Provider, with prior approval of NKDA.

K. Mean Time to Repair (MTTR), Packet loss and Link fail over will be calculated from Network Management System (NMS) System of NKDA.

18. 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.

19. 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.

20. 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.

21. 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.
- vi) Copies of audited financial statements showing minimum average turnover of INR 100 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 100 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 not having any existing internet connectivity in the proposed location
 - xi) Self-declaration on Service Level Parameters as mentioned in the Tender Document.
 - xii) Registration documents of the Organization.
 - xiii) Permanent Account Number (PAN)
 - xiv) GST.
 - xv) Trade License showing Office address in Kolkata.
 - xvi) Name, Address with Telephone number, emailed and Mobile numbers of the contact Person.
22. 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	New Town Kolkata Development Authority, ADMINISTRATIVE BUILDING. PLOT NO - DG/13, PREMISES NO - 04-3333, ACTION AREA - ID, NEW TOWN, KOLKATA – 700156
---------------------------------	---

23. **No advance and secured advance will be considered.**

24. **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.

25. **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.

26. **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.

27. **Date and Time Schedule:**

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	05/08/2022

Sl. No.	Particulars	Date & Time
2	Date, time and venue of pre-bid meeting	12/08/22 at 12:00 PM Venue: 3 rd Floor conference room of New Town Kolkata Development Authority, Administrative Building. Plot No - DG/13, Premises No - 04-3333, Action Area - ID, New Town, Kolkata - 700156
3	Documents download start date (Online)	05/08/2022
4	Documents download end date (Online)	24/08/2022
5	Bid submission start date (On line)	12/08/2022
6	Bid Submission closing date (On line)	24/08/2022
7	Bid opening date for Technical Proposals (Online)	26/08/2022
8	Last Date of uploading list for Technically Qualified Bidder(online)	Will be intimated in due course
9	Date for opening of Financial Proposal (Online).	Will be intimated in due course

28. 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).

29. 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.

30. 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.

31. 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.

32. Prospective applicants are advised to note carefully the minimum qualification criteria before tendering the bids.

33. **Conditional / Incomplete tender will not be accepted under any circumstances.**

34. **The intending tenderers are required to quote the rate online. The rate should be inclusive of all components and taxes.**

35. 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.
36. 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.
37. 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.
38. 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
39. 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).
40. **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.
41. 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.

42. 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.
43. **No. price preference and other concession as per order no. 1110F dated:**

10/02/2006 will be allowed.

44. 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 NeIT. Rates should be quoted accordingly.
45. 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.
46. Arbitration clause of WBF 2911(ii) stands deleted.
47. 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).
48. Mobilization advance, time / cost overrun and consequent cost escalation for any material, labour, etc. will not be allowed.
49. 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 (Electrical)
New Town Kolkata Development Authority**

MEMO NO: 6446/NKDA-14024(11)/1/2020-IT SEC(NKDA)-NKDA-Part(1)

DATE: 05/08/2022

Copy forwarded for information to: -

1. The Chief Executive Officer, New Town Kolkata Development Authority.
2. The Chief Engineer, New Town Kolkata Development Authority
3. The Finance Officer, New Town Kolkata Development Authority
4. The Estimator/ Sr. Accountant / Cashier, New Town Kolkata Development Authority.
5. Office Notice Board.
6. Official Website of New Town Kolkata Development Authority (www.nkdamar.org)

**Executive Engineer (Electrical)
New Town Kolkata Development Authority**