

GOVERNMENT OF TRIPURA
DIRECTORATE OF INFORMATION TECHNOLOGY
ITI Road, Indranagar, Agartala – 799 006

Open Tender Notice No.22(9)/DIT/COMM/2020

Dated, 20 November, 2020

**Request for Proposal for providing Point to Point
Leased Line Connectivity over Ethernet for Tripura
State Wide Area Network (TSWAN) sites.**

1. Directorate of Information Technology invites online bids (Technical & Financial) from eligible bidders for **providing Point to Point Leased Line Connectivity over Ethernet media for Tripura State Wide Area Network (TSWAN) sites.**

2. Issuer:

Director,
 Directorate of Information Technology
 Govt. of Tripura
 IT Bhavan,
 ITI Road, Indranagar
 Agartala-799006
 Phone/FAX No. 0381-2355751
 Email address: itdept-tr@nic.in

3. Table 1: Important dates and information:

Bid Reference	RFP No.22(9)/DIT/COMM/2020 Dated 20 November 2020
Publication details	The RFP would be published in https://tripuratenders.gov.in . Bidders have to submit e-Bid response only. Copy of e-tender can be downloaded from the State Portal http://tripura.gov.in and also from DIT website at https://dit.tripura.gov.in ; and the Central Public Procurement Portal at https://eprocure.gov.in
Date Of Commencement Of Bid	20 Nov 2020
Last date to send requests for clarifications on the tender document	
Pre Bid Conference Date and Time	01 Dec 2020 at 11:00 Hrs
Response to Pre-Bid Clarifications	03 Dec 2020
Last Date And Time For Receipt Of eBids	14 Dec 2020 at 15:00 Hrs
Date & Time Of Opening Of Technical Bids	15 Dec 2020 at 15:00 Hrs
Address For Communication / Pre-Bid / Submission/Opening of Technical & Financial Bid	DIRECTORATE OF INFORMATION TECHNOLOGY, GOVT. OF TRIPURA; IT BHAVAN, ITI ROAD; INDRANAGAR; AGARTALA, WEST TRIPURA, TRIPURA -799006
Contact Person	Shri Uttam Podder, Joint Director
Contact email	itdept-tr@nic.in
Contact Phone no	0381-235-5751

4. Eligibility criteria for Bidders:

The following are the conditions, which are to be necessarily fulfilled, to be eligible for Technical evaluation. Only those interested Bidders who satisfy the following eligibility criteria should respond to this tender. Bidders need to submit documents as per requirement indicated in below table as part of Technical Bid.

Table 2: Technical Bid document requirements:

SI	Basic Requirement	Specific Requirement	Documents Required
1	ISP/IP	The bidder should be Telecom Regulatory Authority of India (TRAI) / Department of Telecommunications (DOT), Govt. of India approved Internet Service Provider (ISP) or Infrastructure Provider (IP)	Certificate from TRAI/DOT
2	Financial Turnover	Annual sales turnover generated from services related to ISP/IP only during each of the last three financial years, should be at least Rs.50 lakh.	Extracts from the audited balance sheet; OR Certificate from the statutory auditor.
3	Technical Capability	The Agency must have successfully provided Point to Point leased line services in Government / PSU organizations of value specified herein: - One project of similar nature not less than the amount of Rs 30 lakh; OR - Two projects of similar nature not less than the amount equal of Rs 20 lakh each; OR - Three projects of similar nature not less than the amount equal to Rs 15 lakh each;	Work order + Completion certificates from the client; OR Work order + phase completion certificate from the client
4	Debarment	The bidder must not be in the active debarred list Published by 1. Central, State, Public Procurement Portal; or 2. Procuring Ministry /Department	A Self Certified letter that the bidder (or any of its successor) is not in the active debarred list Published by 1. Central, State Public Procurement Portal; or 2. Procuring Ministry /Department
5	Local Office	The company must have a local office in Tripura	Proof of local presence.
6	Consortium	Consortiums are not allowed and the bidder must be a single agency.	Self-Undertaking document

5. Period of validity of Bid:

The bid shall remain valid for 180 days from the date of Opening of Technical Bid. In exceptional circumstances, DIT may solicit bidder(s) consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

6. EMD:

Not required.

7. PBG:

10% of Work Order value to be submitted within 30 days of Work Order issue date.

8. Evaluation Criteria:

Technical Bids would be opened on the date and time mentioned in the "Important dates and Information" section.

Technical Bids would be evaluated as per Technical Bid evaluation criteria.

The Bids qualified in the technical evaluation will only be considered for further financial bid evaluation as per financial bid evaluation criteria indicated in "Note 1" mentioned later.

9. Bid Currency:

Prices for services offered shall be quoted in Indian National Rupees only.

10. Applicable Law:

The Contract shall be interpreted in accordance with the laws of the Union of India.

11. Taxes & Duties:

Goods and Service Tax (GST) and other statutory levies shall be paid by selected agency as applicable. DIT shall pay any increase in duties, taxes and surcharges and other charges on account of any revision, enactment during the period of validity of the Bids and also during the contract period. In case of any decrease in duties, taxes and surcharges and other charges, selected agency should refund the same to DIT.

12. Force Majeure:

For the purpose of this Article, Force "Majeure" means any cause, which is beyond the control of the selected agency or Govt. of Tripura as the case may be, which such party could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the Contract, such as:-

- War / hostilities
- Riot or civil commotion
- Earth Quake, Flood, Fire, Tempest, Epidemics, Lightning or other natural Disaster, Quarantine restricts and Freight embargoes
- Restrictions imposed by the Government or other statutory bodies, which is beyond the control of the selected agency, which prevent or delay the execution of the order by the selected agency.

If a Force Majeure situation arises, the selected agency is required to promptly notify DIT in writing of such condition and the cause thereof within a period of five (5) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by DIT in writing, the selected agency will continue to perform its obligations as far as is reasonably practical and shall seek all reasonable alternative means for delivery of performances.

Force Majeure Exclusions:

Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:

- a. Non-performance resulting from normal wear and tear of the materials and equipment; and
- b. Non-performance caused by, or connected with, the Affected Party's:
 - (i) Negligent or intentional acts, errors or omissions; and/or
 - (ii) Failure to comply with an Indian law or Indian Directive; and/or
 - (iii) Breach of, or default under the Agreement

Extension due to Force Majeure:

Neither Party shall be responsible or liable for, or deemed to be in breach of the Agreement because of any failure or delay in complying with its obligations under the Agreement, due solely to one or more events of Force Majeure, and the periods allowed for the performance by the Parties of such obligation(s) shall be extended on a day-for-day basis from the date of the event of Force Majeure provided that no relief shall be granted to the Affected Party to the extent that such failure or delay would have nevertheless been experienced by that Party had such Force Majeure event not occurred.

13. Termination:**a. Termination for Default:**

If the selected agency fails to carry out the award / work order in terms of this document within the stipulated period or any extension thereof, as may be allowed by DIT, without any valid reasons acceptable to DIT, DIT may terminate the contract after giving 30 days' notice, and the decision of DIT on the matter shall be final and binding on the selected agency. Upon termination of the contract, DIT shall be at liberty to get the work done at the risk and expense of the selected agency through any other agency, and to recover from the selected agency compensation or damages.

b. Termination for Insolvency:

If the selected agency becomes bankrupt or otherwise insolvent, DIT may at any time terminate the Agreement by giving written notice of 30 days to the selected agency. In this event, termination will be without compensation to the selected agency, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DIT.

c. Force Majeure Termination:

In case the period of Force Majeure lasts for more than 3 (three) months from the occurrence of the event of force majeure, whether such force majeure event occurs before or after commissioning of the Project, either party shall have the right to terminate the Agreement by a written notice of 15 (fifteen) days to the other party.

- d. Termination for Convenience:
DIT may by written notice, sent to the selected bidder, terminate the work order and/or the Contract, in whole or in part at any time of its convenience by giving 30 day notice. The notice of termination will specify that termination is for DIT's convenience, the extent to which performance of work under the work-order and/or the contract is terminated and the date upon which such termination becomes effective. DIT reserves the right to cancel the remaining part and pay to the selected bidder an agreed amount for partially completed Services.
- e. Termination for unacceptable poor performance:
DIT may by written notice, sent to the selected bidder, terminate the work order and/or the Contract, in whole or in part at any time for unacceptable poor performance by giving 30 day notice. The notice of termination will specify that termination is for unacceptable poor performance of selected bidder, the extent to which performance of work under the work-order and/or the contract is terminated and the date upon which such termination becomes effective. DIT reserves the right to cancel the remaining part and pay to the selected bidder an agreed amount for partially completed Services.

14. Dispute Resolution:

- a. DIT and the selected agency shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between them under or in connection with the WO/ Contract.
- b. If, after Thirty (30) days from the commencement of such direct informal negotiations, DIT and the selected agency have been unable to resolve amicably, a WO/ Contract dispute, either Party may require that the dispute be referred for resolution to the formal mechanism.
- c. In the case of a dispute or difference arising between DIT and the selected agency relating to any matter arising out of or connected with WO/ Contract, such dispute or difference shall be referred to the award of two Arbitrators. One Arbitrator to be nominated by DIT and the other to be nominated by the selected agency or in case of the said Arbitrators not agreeing then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference and in case the Arbitrators cannot agree to the Umpire he may be nominated by the Secretary, Indian Council of Arbitration, New Delhi. The award of the Arbitrators in the event of their not agreeing of the Umpire appointed by them or by the Secretary, Indian Council of Arbitration, New Delhi, shall be final and binding on the parties.
- d. The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or reenactments thereof, shall apply to the arbitration proceedings.
- e. The venue of arbitration shall be Agartala, Tripura.
- f. DIT may terminate this Contract by giving a written notice of termination of minimum 30 days to the selected agency, if the selected agency fails to comply with any decision reached consequent upon arbitration proceedings.

15. Confidentiality:

- a. Selected agency shall not use any Information, name of DIT except for the purposes of providing the Service as specified under WO/ contract;
- b. Selected agency may only disclose Information with the prior written consent of DIT to a member of the it's Team ("Authorized Person") if the Authorized Person is obliged to use it only for the performance of obligations under WO/ contract;
- c. Selected agency shall notify DIT promptly if it is aware of any disclosure of the Information otherwise than as permitted by WO/ Contract.
- d. Selected agency shall not use any information which might have come to its knowledge in whatever manner during the discharge of its obligation under WO/ contract for any purpose except strictly for discharging his obligation under the WO/ contract and no more.

16. Limitation of Liability:

The liability of the DIT or selected agency for its obligations under the WO/ Contract shall in no case exceed the total value of the WO/ Contract;

17. Financial Bid requirement:

Bidder has to submit one letter addressed to Director, DIT, Govt. of Tripura specifying all financial condition mentioned in this bid document are acceptable to the bidder.

Bidder has to offer price as per following Table 3: Financial Bid format and in compliance to following Note 1.

Table 3: Lease Line (LL) Bandwidth (BW) requirements – Financial Bid format

Sl	Sl in Dist	Point A address	Point B address	LL BW requirement in (n) Mbps	Annual Rate for (n) Mbps LL BW of left column in INR including taxes	Annual Rate for 4 Mbps LL BW in INR including taxes	Annual Rate for 10 Mbps LL BW in INR including taxes
a	b	c	d	e	f	g	h
West Tripura District							
1	1	Mohanpur BDO	NIC TSU Agartala	10			
2	2	Mohanpur SDM	NIC TSU Agartala	10			
3	3	Lefunga-BDO	NIC TSU Agartala	4			
4	4	Hezamara-BDO	NIC TSU Agartala	4			
5	5	Mandwi-BDO	NIC TSU Agartala	10			
6	6	Dukli-BDO	NIC TSU Agartala	10			
7	7	Jirania-BDO	NIC TSU Agartala	10			
8	8	TTAADC HQr Khumulwng	NIC TSU Agartala	4			
9	9	Jirania-SDM	NIC TSU Agartala	4			
10	10	Bamutia-BDO	NIC TSU Agartala	2			
11	11	Old Agartala-BDO	NIC TSU Agartala	4			

12	12	Belbari-BDO	NIC TSU Agartala	2			
Khowai District							
13	1	Khowai-SDM	DM Khowai	10			
14	2	Teliamura-SDM	DM Khowai	4			
15	3	Teliamura-BDO	DM Khowai	10			
16	4	Mungiakami-BDO	DM Khowai	4			
17	5	Kalyanpur-BDO	DM Khowai	4			
18	6	Tulashikhar-BDO	DM Khowai	10			
19	7	Padmabill-BDO	DM Khowai	10			
Sepahijala District							
20	1	Sonamura-SDM	DM Sepahijala	10			
21	2	Bishalgarh-SDM	DM Sepahijala	10			
22	3	Bishalgarh-BDO	DM Sepahijala	10			
23	4	Jampuijala-BDO	DM Sepahijala	10			
24	5	Boxanagar-BDO	DM Sepahijala	4			
25	6	Nalchar-BDO	DM Sepahijala	4			
26	7	Melaghar-DCM	DM Sepahijala	2			
27	8	Kathalia-BDO	DM Sepahijala	10			
28	9	Charilam-BDO	DM Sepahijala	4			
29	10	Mohanbhog-BDO	DM Sepahijala	4			
South Tripura District							
30	1	Belonia-SDM	DM South	10			
31	2	Santirbazar-SDM	DM South	4			
32	3	Rajnagar-BDO	DM South	10			
33	4	Bokafa-BDO	DM South	10			
34	5	Hrishyamukh-BDO	DM South	10			
35	6	Sabroom-SDM	DM South	10			
36	7	Satchand-BDO	DM South	10			
37	8	Rupaichari-BDO	DM South	4			
38	9	Jolaibari-BDO	DM South	4			
39	10	BharatChandraNagar-BDO	DM South	4			
40	11	Poangbari-BDO	DM South	4			
Gomati District							
41	1	Matabari-BDO	DM Gomati	10			
42	2	Amarpur-SDM	DM Gomati	10			
43	3	Amarpur-BDO	DM Gomati	10			
44	4	Ompi-BDO	DM Gomati	4			
45	5	Karbook-BDO	DM Gomati	10			
46	6	Killa-BDO	DM Gomati	10			
47	7	Kakrabon-BDO	DM Gomati	10			
48	8	Tepaniya-BDO	DM Gomati	4			
49	9	Shilachari-BDO	DM Gomati	2			
Dhalai District							
50	1	Ganganagar-BDO	DM Dhalai	4			
51	2	Ambassa-SDM	DM Dhalai	10			
52	3	Kamalpur-SDM	DM Dhalai	10			
53	4	Longthorai Valley-SDM	DM Dhalai	10			
54	5	Gandacherra-SDM	DM Dhalai	4			
55	6	Salema-BDO	DM Dhalai	10			
56	7	Manu-BDO	DM Dhalai	10			
57	8	Dumburnagar-BDO	DM Dhalai	10			

58	9	Chawmanu-BDO	DM Dhalai	10			
59	10	Ambassa-BDO	DM Dhalai	4			
60	11	Durgachowmuhani-BDO	DM Dhalai	4			
61	12	Raishyabari-BDO	DM Dhalai	4			
North Tripura District							
62	1	Kanchanpur-SDM	DM North	10			
63	2	Dasda-BDO	DM North	4			
64	3	Jampui Hill-BDO	DM North	4			
65	4	Kadamtala-BDO	DM North	4			
66	5	Panisagar-BDO	DM North	4			
67	6	Damcherra-BDO	DM North	4			
68	7	Jubarajnagar-BDO	DM North	4			
69	8	Kalacharra-BDO	DM North	2			
70	9	Laljuri-BDO	DM North	4			
Unakoti District							
71	1	Kailashahar-SDM	DM Unakoti	10			
72	2	Kumarghat-BDO	DM Unakoti	10			
73	3	Kumarghat-SDM	DM Unakoti	4			
74	4	Pecharthal-BDO	DM Unakoti	4			
75	5	Gournagar-BDO	DM Unakoti	4			
76	6	Chandipur-BDO	DM Unakoti	4			

Note 1: - There are 76 sites in the Table 3. LL BW service provider will be selected site wise. For each site agency will offer price (annual LL BW rate) in column (f) of Table 3 for the LL BW requirement indicated in column (e) for that site. Bidder has to offer price for column (g) and column (h) also, which may be used in future during contract period for bandwidth upgradation or reduction (annually). A Bidder can submit bid for minimum 25 sites or for all sites, but has to quote for column (f), (g), (h) for each site submitted, else that bid may be rejected. Bidder for each site will be selected based on lowest price offered after summing 80% of value at column (f) plus 10% of value at column (g) plus 10% of value at column (h).

Note 2: for each site, work order will be issued to the L1 Bidder, but other Bidders would be requested to provide consent to offer service in L1 rate for that very site if in any circumstances work order get issued to them during next 3 years. Here, Bidders who will submit written consent (in time specified by DIT) would be considered empanelled for that very site.

Note 3: Bidders offer price to DIT should be valid for minimum 3 years from bid submission date or price offer submission date for any individual site, whichever is later.

18. Work Order (WO): may be issued site wise or for group of sites to one agency in compliance to above note 1.

19. Term: the duration of contract will be initially for 1(one) year. Extendable to year by year for 2 (two) more years, subjected to satisfactory performance of previous year.

20. Scope of Work:

Selected agency(s) shall provide point to point leased line over Ethernet interface (RJ45) with 2/4/10 Mbps bandwidth to the site(s) as per WO given to them.

Selected agency(s) should commission LL BW to the sites, as per WO. Carry out link LL BW acceptance test in front of the site in-charge and submit report agreed and signed by site in-charge (with seal) to DIT.

Selected agency(s) shall be fully responsible for establishment of Point to Point link. DIT will not pay for any CAPEX in this regard but only pay for annual rental charge of LL BW for each site(s).

Required bandwidth should be provided from activation of link and throughout during the contract period.

DIT deliverables includes supply of electricity power (in A.C.) and providing space for keeping the network equipments/racks.

The details of necessary equipments supplied by the selected agency(s) to commission the link should be submitted to DIT for record purpose.

LL BW service availability should be monitored by selected agency(s) using Network Management System (NMS) software. NMS generated service availability report should be shared with DIT on monthly basis. In case, any problem is reported, the same should be rectified within minimum time. If it is major break down, incident report should be submitted by mentioning root cause, remedy steps taken, problem's solution, committed resolution date and time etc. to DIT.

As and when DIT requests for bandwidth, latency checks, selected agency(s) / service provider(s) should able to perform the required tests and produce documents about latency, bandwidth details to DIT.

The Quality of Link(s) and performance parameters to be maintained by selected agency(s) for all the Links given to them as specified below:

- (a) **Latency:** "Latency" refers to the average time required for round trip packet transfers between two end-points of the selected portions of the Backbone. Selected agency(s) shall ensure the Point to Point latency less than 60 millisecond.
- (b) **Packet Loss:** "Packet Loss" refers to the percentage of voice/video packets lost over a period time over a network segment. Selected agency(s) shall ensure the Point-to-Point packet loss less than 1%.
- (c) **Jitter:** "Jitter" is calculated as the variance of the round-trip delay measurements by sending out multiple packets over a network segments with equal time spacing between each interval. Selected agency(s) shall ensure the end-to-end jitter less than 20 millisecond.

21. Provisioning of LL BW: Selected agency has to provision LL BW to the site(s) as per WO given to them within 30 calendar days of WO issue date. Agency has to commission the LL BW to the site(s) and has to submit a successful commissioning report to DIT in this regard with signature (with seal) from respective site in-charge within 30 calendar days of WO issue date. Else DIT would issue WO cancelation

notice for the incomplete site(s) and issue fresh WO to L2 bidder (if empanelled) for that site(s). Similarly, if L2 bidder fails then to L3 bidder.

22. Penalty for failure to commission LL BW to any site(s):

Implementation failure: if WO cancellation notice issued for any site due to failure in provisioning of LL BW, as mentioned in Clause 21.

1 (one) lakh per site as penalty for implementation failure would be deducted from the next payable amount or PBG to respective agency(s).

23. LL BW link availability requirement: 99.5% for each site from 10 AM to 6 PM on all working days of Tripura Govt. during each quarterly period.

Scheduled and Preventive Maintenance should be planned only on Non-business hours or Sundays or Holidays. Scheduled and Preventive Maintenance anytime during service hours will be considered unavailability of service.

Scheduled and Preventive Maintenance shall be done with written prior intimation to DIT at least 72 hours in advance.

Link(s) shall not be considered unavailable for reasons attributable to failure of applications, equipment, or facilities that happened by: any unauthorized use of the service by user; Force Majeure events.

24. Price and payment term: Quarterly on submission of separate bill for each site(s) after completion of each quarterly period. Penalty if applicable (based on site(s) down time report calculated quarterly) would be deducted from the quarterly bill payment. All calculations would be done separately for each site.

25. Operational Penalty:

If the Service Provider does not meet its commitments on any of the criteria mentioned above including point to point link Service availability, Latency Commitments and throughput, the below mechanism will be followed for releasing the payment. Operational penalty calculations would be done separately for each link for quarterly period:

Sl	Service availability	Penalty from the Quarterly Payment
	>=99.5%	No penalty
	>=95%<99.5%	10% for that link for that quarter
	>=90%<95%	20% for that link for that quarter
	Less than 90%	No amount will be paid for that link for that quarter

Unacceptable poor performance: if service availability found less than 90% for any site for two consecutive quarters. In that case, DIT may invoke relevant clause 13.e for termination for unacceptable poor performance and issue fresh WO to L2 bidder (if empanelled) for that site. Similarly, if L2 bidder fails then to L3 bidder.

Penalty Exclusions:

Penalty will not be applicable to LL BW service provide under following conditions:

- a. Systems not owned or controlled by LL BW service provide. However, LL BW service provider will troubleshoot the failure and rectify the problem with

spares/equipment/ software/components provided by DIT and maintain the SLA.

- b. Failure of Network devices owned by DIT.
- c. Failure of Power at site. However, proof of failure of power will have to be provided.
- d. Circumstances or instances of Force Majeure.
- e. Shifting of any SWAN PoP location to new location.

26. Exit Management:

Upon completion of the contract period or upon termination of the WO/ contract for any reasons, the selected agency shall comply with the following:

- a. Notify to DIT forthwith the particulars of all Project Assets;
- b. Assist DIT / next agency to take over the work.