

**Prasar Bharati**  
**(India's Public Service Broadcaster)**  
**Prasar Bharati Secretariat**  
Akashvani Bhawan, Sansad Marg,  
New Delhi-110001.  
(IT DIVISION)

**File No. P 7(10)/2019/IT**

**16/12/2019**

**Tender Document**  
**for**  
**Internet Leased Line (ILL) Connectivity**  
**[150 Mbps (1:1) uncompressed and unshared]**

**At**

**IT DIVISION,**  
**Prasar Bharati Secretariat**  
Akashvani Bhawan, Sansad Marg,  
New Delhi-110001.

Telephone: 011 – 23421581  
Email: [it@prasarbharati.gov.in](mailto:it@prasarbharati.gov.in)

Tenders are invited under Two Bid Systems for the procurement of "**Internet Leased Line Connectivity**" for IT Division, Prasar Bharati Secretariat, Akashvani Bhawan, Sansad Marg, New Delhi -110001.

Tenders are invited from competent, legally & professionally eligible Internet Service Providers (ISPs) having relevant experience for providing dedicated and managed internet Link (1: 1 contention ratio / Symmetric Link) who are capable to provide the desired bandwidth(s). ISP should have local peering for national traffic; traffic should be routed to Secondary International Gateway once the primary fails using OFC technology

Tenders should be submitted online in the prescribed Proforma with the Earnest Money Deposit in the form of Demand Draft, in separately sealed envelope. The envelope should be superscripted for EMD along with tender number and subject. The documents or copies thereof required to be submitted, are to be signed, stamped, scanned and uploaded.

The detailed tender document is available on the Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/epublish/app>, [www.tenderwizard.com/pb](http://www.tenderwizard.com/pb) and Prasar Bharati Website <https://www.prasarbharati.gov.in/tenders>.

### Highlights:

<b>Tender Publishing Date</b>	<b>16/12/2019 (Monday)</b>
<b>Tender Document submission start date &amp; time</b>	<b>17/12/2019 (Tuesday)</b>
<b>Tender Document submission end date &amp; time</b>	<b>02/01/2020 (Thursday) 1500hr.</b>
<b>Tender Document submission place.</b>	<b>Online through <a href="https://www.tenderwizard.com/pb">https://www.tenderwizard.com/pb</a></b>
<b>Technical bid opening date &amp; time.</b>	<b>02/01/2020 (Thursday) 1600hr.</b>
<b>Estimated annual value</b>	<b>₹ 4.50 lakh.</b>
<b>EMD</b>	<b>₹ 25000/-</b>
<b>Tender Fee</b>	<b>Nil</b>
<b>Tender documents published</b>	<b><a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a>, <a href="http://www.tenderwizard.com/pb">https://www.tenderwizard.com/pb</a> and <a href="https://www.prasarbharati.gov.in/tenders">https://www.prasarbharati.gov.in/tenders</a>.</b>

## **Table of Contents**

1. Condition of Tender
  2. Eligibility for Bidders
  3. Deposits and Submission
  4. Local Conditions
  5. Validity
  6. Delivery, Period, Installation and commissioning
  7. Payment Terms & Conditions
  8. Contract Period
  9. Tender Preparation Cost
  10. No Claim Certificate
  11. Confidentiality
  12. Financial Bid
  13. Tender Evaluation
  14. Award of contract
  15. Commencement of contract
  16. Performance Security
  17. Service Provider Obligations
  18. Service Level Guarantee and Responsibilities
  19. Sub-contracting or sub-letting
  20. Cancellation/Termination of contract.
  21. Force Majeure
  22. Arbitration
  23. Jurisdiction
  24. Clarification
  25. Earnest money deposit
  26. Security deposit /performance guarantee
- Annexure-A Declaration
- Annexure-B Format for Financial Bid
- Annexure-C Format for PBG

## **1. Condition of Tender:**

- a) Prasar Bharati reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to the award of contract.
- b) The bid of any bidder who has not complied with one or more of the conditions of eligibility criteria and / or fails to submit the required documents as required / or mentioned in tender document is liable to be summarily rejected.

## **2. Eligibility for Bidders**

The Agencies that fulfil the following requirements shall be eligible to apply:

- a. The agency/ firm should provide end to end connectivity on its own network (via local loop) on Optical Fibre Cable in Ring Topology.
- b. Only agency/firm having the at least Category "B" Internet Service Provider (ISP) license issued from the Department of Telecommunication, Govt. of India, can apply. Self-attested valid license copy of certificate and Infrastructure details must be enclosed with technical bid.
- c. The agency/firm should have its own/direct/Leased access to International Gateway. Undertaking for the same, mentioning DOT License/Certificate/Agreement with the Service Provider for the same, should be provided by the bidder on the official letter head of the firm.
- d. The agency/firm must have experience in providing the 200 Mbps or more connectivity and necessary infrastructure to execute the project. The list of existing customers (Government departments/ Institutions) who have been supplied Internet Bandwidth of 150 Mbps or more with effect from 2017 should be provided along with supply orders and satisfactory performance reports. Minimum list of 2 or more customers to be provided.
- e.. The agency/firm would ensure that the local loop provisioning does not

violate regulations as laid by Government of India / TRAI in respect of such links/ networks. Bidder will be responsible for making all the payments towards the local loop charges/rentals/WPC Charges etc.

f. The agency/ firm must have a fully functional Network Operation Center(s) (NOC) to monitor and manage the ILL link(s), which should be fully operational 24 X 7 X 365 days. List of NOC(s) must be enclosed with technical bid.

g. The agency/firm must have adequate bandwidth at the backend to provide the desired bandwidth. Self-certified supporting document must be enclosed with technical bid.

h. The bidder should not have been debarred and/ or blacklisted by any Central Government / or any State Government/ Autonomous Department(s)/Body consecutively during last three completed financial years.. An affidavit to that effect on Non-Judicial Stamp paper of Rs. 10/- duly notarized should be enclosed with the technical bid. The Performa of the affidavit is attached with the tender as Annexure-A.

i. The link provided by the bidder should be DDOS protected.

j. The bidder should have average turnover of at least 30 lakh. in the last three completed financial years ending 31/03/2019. Certificate from a Chartered Accountant should be attached.

### **3. Deposits and Submission**

The bidder shall be required to submit a refundable earnest money (EMD) for an amount of Rs. 25,000/-(Rupees Twenty five thousand only) through Demand Draft issued by a Nationalized Bank, favouring “ DDO, Prasar Bharati Secretariat” Payable at Delhi. Earnest Money Deposit must be enclosed in the envelope superscripted with details of tender no, subject etc. Bidders, who are registered with NSIC under single point Registration and MSME, shall be considered for EMD exemption. In such case an attested copy of the valid registration certificate from NSIC/MSME must be furnished with bid

The bidder shall submit one copy of the tender document and addenda thereto, if any, with each page of this document signed and stamped to as a proof to confirm the

acceptance of entire terms & conditions of the tender by the bidder.

The earnest money deposit of the bidder, whose tender has been accepted, will be returned on the submission of performance security. Earnest money deposit of the successful bidder shall be forfeited, if he refuses or neglects to execute the contract or fails to furnish the required performance security within the time frame as specified by Prasar Bharati.

After the award of the contract to the successful bidder, the Demand Draft for earnest money deposit of all the others bidder(s) will be refunded. Vendors are requested to depute representative along with authorisation letter on company letter head along with Government recognised photo identity card for collection of Demand Draft of EMD.

#### **4. LOCAL CONDITIONS:**

- i. It shall be the responsibility on each bidder 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 bidder (s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions.
- ii. Prasar Bharati shall presume that the bidder 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 Prasar Bharati, on the basis of any non- clarity of information about local conditions being pleaded by the bidder.
- iii. Further, no claim for financial adjustment being made by the contract awarded on this tender document will be entertained by Prasar Bharati.

#### **5. 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 bidder(s) quoted price shall remain unchanged during the period of validity. In case the bidder(s) withdraws, modifies or changes his offer during the bid validity period, the earnest money deposited by him shall be forfeited without assigning any reason thereof; The bidder(s) should be ready to extend the validity, if required.

#### **6. DELIVERY, PERIOD, INSTALLATION AND COMMISSIONING**

- i. The contracted deliverables should be delivered to IT Division, Ground Floor, Akashvani Bhawan, Sansad Marg, New Delhi -110 001. The delivery period of the said tasks should be adhered to as will be mentioned in the Award of Contract.
- ii. Project will be completed within 30 days from the date of issue of the letter of Intent (LOI) / Work order. All the aspects of safe delivery, installation, commissioning and uplink of the connectivity shall be the exclusive responsibility of the Service Provider.
- iii. If the Service Provider fails to uplink the connectivity by the specified date, then the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1% per week and the maximum deduction is 10% of the contract price of the

delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the Purchaser reserves the right to terminate the Contract.

## **7. PAYMENT TERMS & CONDITIONS:**

- i. Bandwidth Charge: Annual Recurring (bandwidth) charges shall be payable on post quarterly basis at the end of the quarter after satisfactory delivery of services, for which the Service Provider will raise the bill at the end of each quarter.
- ii. Hardware Charges: All the hardware procured shall be maintained by the vendor at no additional charge for the entirety of the operation of service.
- iii. Charge for Dedicated Lease Line: Vendor (ISP) will be required to provide the bandwidth over wired media (OFC). Wired media required to be either owned by the ISP or acquired on lease basis. However, no additional charges will be paid for the leased line.
- iv. Income tax and all other applicable taxes shall be deducted at source as per prevailing Govt. Rules in this regard.
- v. Penalty if any shall be deducted from the quarterly bills.

## **8. CONTRACT PERIOD:**

- a) The contract period for providing the Internet Leased Line Connectivity to IT Division PBS, Akashwani Bhawan would be initially for a period of one year from the date of commissioning extendable up to two years, one year at a time subject to requirement and satisfactory delivery of services, on same T & C .
- b) For the add on, Purchase Order issued thereafter, as per quoted rates, the period will be from the date of commissioning of such additional ILL to a period co-terminus with the period of ILL at clause 8 a) above.
- c) Thereafter on annual requirement and renewable basis subject to satisfactory performance from the date of commissioning of the Internet Services (Before the end of first contracted period the performance of the service provider shall be evaluated and based on the satisfactory performance the contract shall be renewed for the next year on the same terms and conditions) and may be further extended based on the

requirement of Prasar Bharati on yearly basis, unless it stands cancelled on expiry of contract or on written notice by the service provider within 30 days.

No hike in price would be admissible. However, if the prices are reduced on any account, benefit of the same should be passed on to Prasar Bharati. Prasar Bharati reserve the right to renegotiate the annual charges at the end of every year of service, after the first year of service.

## **9. TENDER PREPARATION COST:**

The bidder shall solely bear all costs associated with the preparation and submission of the bid, including the site visit etc. Prasar Bharati shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the tender process. In no case such costs shall be reimbursed by Prasar Bharati.

## **10. No Claim Certificate:**

The ISP shall not be entitled to make any claim, whatsoever, against Prasar Bharati under or by virtue of or arising out of this contract nor shall Prasar Bharati entertain or consider any such claim, if made by the ISP after, ISP have signed a “no claim” certificate in favour of Prasar Bharati in such forms as shall be required by the client after the works are finally accepted.

## **11. Confidentiality:**

The ISP and/or sub-contractor(s) and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the client's business or operations without the prior written consent of the client.

## **12. FINANCIAL BID:**

- a) Financial bid should be in the format enclosed with tender as Annexure “B”.
- b) The bid should be clearly filled or typed and signed in ink legibly giving full address of the bidder. The bidder should quote the price in figures with his full signature. The Tender should be duly signed by the authorized persons.
- c) Taxes and other levies, if any, are to be specified clearly in the bid.

## **13. TENDER EVALUATION:**

Prasar Bharati will evaluate all the proposals to determine whether these are complete in all respects as specified in the tender document. Evaluation of the proposals shall be done in two stages as:

### **(a) Level - I (Technical Evaluation):**

- 1. Prasar Bharati shall evaluate the technical bid(s) to determine whether these qualify the essential eligibility criteria, whether the bidder has submitted the



EMD whether any computational errors have been made, whether all the documents have been properly signed & stamped, whether all the documents as mentioned / or required to be submitted with technical bid are submitted and whether bids are completed and generally in order.

2. After evaluation of technical bid(s), a list of the qualifying bidder(s) shall be made. Short-listed bidder(s) shall be informed of the date, time and place of opening of financial bid(s) and they may attend or depute their authorized representative/s to attend the opening of financial bid(s) on the scheduled date & time. The representative(s) should have a letter of authority on company letter head along with Government recognised photo identity card to attend the price bid(s) opening event.

**(b) Level –II (Financial Evaluation):**

(i) The financial bid(s) shall be evaluated on the basis as mentioned in Annexure B.

**14. AWARD OF CONTRACT:**

After due evaluation of the financial bid(s), Prasar Bharati will award the contract to the lowest bidder (hereinafter referred to as the “Service Provider”).

**15. COMMENCEMENT OF CONTRACT:**

The Service Provider shall commence the work from the date of receipt of acceptance of the Letter of Intent (LOI) / work order which shall be accepted by the Service Provider within 10 working days from the receipt of the work order or 15 working days from the issue date of said order whichever is earlier.

**16. PERFORMANCE SECURITY:**

a. The Service Provider shall be required to furnish a Performance Bank Guarantee (P.B.G.) within 30 days for the date of issue of LOI/work order for an amount equal to 10% of order value which shall include all applicable taxes and duties.

b. The P.B.G. as furnished by the Service Provider shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Service Provider under the agreement to be executed by and between Prasar Bharati and the Service Provider.

c. In case the period of contract is extended further by Prasar Bharati in consultation with the Service Provider, the validity of P.B.G shall also be extended by the Service Provider accordingly so that such P.B.G shall remain valid for a period of sixty days after the expiry of the obligations of the Service Provider for the extended period.

**17. SERVICE PROVIDER OBLIGATIONS:**

i. The Service Provider shall be responsible for providing the ILL (1:1 contention

ratio) managed leased line Internet connectivity at IT Division, Prasar Bharati Secretariat, Akashvani Bhawan, Sansad Marg, New Delhi -110001, at all times throughout the contract period.

ii. The Service Provider shall be responsible for installation, commissioning and configuring of hardware for connectivity providing, configuring and provisioning a suitable edge router. The service provider will maintain the OFC and equipment to provide Internet Services to Server Rooms / terminating points of IT Division, Prasar Bharati Secretariat, Akashvani Bhawan, Sansad Marg, New Delhi -110001, for efficient running at all times of the contract.

iii. Liaisoning (if required) with other firm(s) for obtaining point to point connectivity between service provider node and IT Division, Prasar Bharati Secretariat, Akashvani Bhawan, Sansad Marg, New Delhi -110001, shall be the responsibility of the Service Provider.

iv. 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.

v. 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.

vi. Prasar Bharati will not purchase any hardware and service provider will have to provide all the required hardware or latest technology from time to time and will also be fully responsible for its maintenance.

## **18. SERVICE LEVEL GUARANTEE AND RESPONSIBILITIES:**

i. The Service Provider shall provide the Internet leased line (1:1 contention ratio) (on optical fiber) for an uncompressed and unshared connectivity at all the time (24 X 7 X 365) at Prasar Bharati Offices located at Sansad Marg, New Delhi - 110001.

ii. To provide a minimum subnet of 32 Public IPv4 addresses including Reverse Lookups configured at these IP's.

iii. Packet Losses: Less than 1% (Average over 1000 ping) at any given point of time to any part of globe.

iv. Latency: Region wise maximum permissible latency is as follows:

a. Less than 350ms to North America

b. Less than 250 ms to Europe

c. Less than 150 ms to Asia Pacific

d. Less than 20 ms from Prasar Bharati to service provider'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,

v. Network Availability (uptime): More than 99.5 % per month.

vi. Border Gateway Protocol (BGP)Implementation in the Internet Link.

vii. Reports for performance, monitoring / usage to be submitted by the service provider on monthly basis or as per requirement of Prasar Bharati.

viii. Uptime Calculation: Uptime shall be calculated as (Total Time - Down Time) X 100/Total Time. Deduction in payment will be made for downtime in the quarterly bills raised by the ISP (service provider).

ix. The response time for attending the faults will be 1 hour after they are reported to the service provider. The service provider will rectify the faults within 12 hours failing which; the vendor will arrange temporary replacements. The services shall be provided 24 X 7 X365.

x. Redundant Path: Service provider need to ensure operational uplink on both path of Ring all the time. Random checking of Ring path will be scheduled, with prior intimation to the service provider, to evaluate the response time for attending the faults and both path will be checked after that, in case of failure / non-operational of any path in ring the link will be treated as down (for the purpose of uptime calculation, though the internet service will be available to Prasar Bharati by any one of the path) till the path is restored.

xi. The Edge routers will be provided by vendor. The router must support at least the twice the total bandwidth.

xii. Downtime penalty in % of monthly payment

S. No.	Uptime	Penalty in % on monthly basis
1.	> = 99.5%	0
2.	> 99 to < 99.50	2
3.	> 98.5 to < 99.	5
4.	> 98 to <98.5	10
5.	> 95 to < 98	20
6.	> 90 to < 95	40
7.	< 90%	100

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

a) Link down due to power failure at customer end

b) Due to scheduled maintenance by the Service Provider, with prior intimation and approval of Prasar Bharati.

All repairs and maintenance of the equipment installed for the provisioning of services, the equipment will remain under control of service provider during

the concurrency of service contract.

## **19. Sub-contracting or sub-letting:**

The bidder is prohibited from sub-contracting or sub-letting of the work to any other agency.

## **20. Cancellation / Termination of contract:**

1. In cases where the contractor fails either to accept the order or to acknowledge the order without any pre- conditions within the stipulated time or fails to start the work according to the work schedule or fails to ensure satisfactory progress of the work, Prasar Bharati reserves the right to cancel/ terminate the contract by giving one-month notice at the cost and risk of the contractor.
2. Under\any other circumstances, a notice period of three months will be required, from either side for termination of the complete contract or part thereof.

## **21. FORCE MAJEURE:**

The Service Provider shall not be liable for forfeiture of its earnest money/ performance security deposit, liquidated damages, or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "force Majeure" means an event or situation beyond the control of the Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

### **21.1 Sanctions for Violations**

- (i) Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (ii) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (iii) The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited

either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iv) To immediately cancel the contract, if already signed without giving any compensation to the BIDDER

(v) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(vi) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vii) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(viii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of two years, which may be further extended at the discretion of the BUYER.

(ix) To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(x) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(xi) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

The BUYER will be entitled to take all or any of the actions mentioned above, this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in laws of the land and or any other statute enacted for prevention of corruption.

The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

## **21.2 Fall Clause:**

The BIDDER undertakes that the bidder has not supplied / is not supplying similar product/ systems or subsystems at a price lower than offered in the present bid in respect of any other department of State Government/Central Government /Autonomous Body or PSU and if it is found at any stage that similar product / system or sub-system was supplied by the BIDDER to any other office/ institution of State Government / Central Government or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **22. ARBITRATION:**

a) In case of any dispute or difference arising out of or in connection with the tender conditions / job order and Contract, Prasar Bharati and the Service Provider will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by Prasar Bharati. Expenditure incurred towards costs of arbitration will be borne as decided by Arbitrator.

b) The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Delhi only. The decision of the Arbitrator shall be final and binding on both the parties.

## **23. JURISDICTION:**

The courts at Delhi 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 Delhi Court shall have jurisdiction in the matter.

## **24. CLARIFICATION:**

The prospective bidder(s) requiring any technical/financial clarification regarding the tender document (Technical Specification) are requested to contact as below:

**Technical / Financial:** IT Division, Prasar Bharati Secretariat, Akashvani Bhawan, Sansad Marg, New Delhi -110001., email: [it@prasarbharati.gov.in](mailto:it@prasarbharati.gov.in)

At any time prior to the deadline for submission of bids, Prasar Bharati may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder(s), modify the tender document by amendment.

The amendment will be published on Prasar Bharati website and CPP Portal, In order to afford prospective bidder(s) reasonable time in which to take the amendment into account in preparing their bid, Prasar Bharati may, at its discretion extend the deadline for the submission of Tender.

Bidder should take into account any corrigendum published on the Tender document before submitting their bids. All such corrigendum will be placed on Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/epublish/app>, <https://www.tenderwizard.com/pb> and Prasar Bharati Website <https://www.prasarbharati.gov.in/tenders>. Intending bidders are advised to visit Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/epublish/app>, <https://www.tenderwizard.com/pb> and Prasar Bharati Website <https://www.prasarbharati.gov.in/tenders> for regular update, if any, till the closing date of tender for any corrigendum/ addendum/ amendment. Prasar Bharati will not be responsible for ignorance of corrigendum.

## **25. EARNEST MONEY DEPOSIT**

A. While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money.

B. The Earnest Money shall be valid upto a period of 180 days or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

C. In case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bank Guarantee in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same for imposing sanction for violation of this Pact.

E. No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.

F. In case of successful BIDDER, EMD will be returned within 15 days from the date of submission of Performance Bank Guarantee (**P.B.G of 10% of order value**).

## **26. SECURITY DEPOSIT /PERFORMANCE GUARANTEE:**

A. Performance Bank Guarantee is mandatory.

B. Successful bidder / bidder should submit performance guarantee as prescribed above to be received in the office of DDO, Prasar Bharati

Secretariat, Prasar Bharati House, Copernicus Marg, New Delhi 110001, on or before 30 days from the date of issue of order acknowledgement. The performance guarantee bond to be furnished in the form of Bank Guarantee as per Annexure-C of the tender documents, for an amount as mentioned in the tender document.

C. The Performance Guarantee should be established in favour of “Prasar Bharati

Delhi” payable at Delhi.

D. Performance Guarantee Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful bidder and the purchaser under the terms and conditions of acceptance to tender.

E. The successful bidder is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.

F. The Performance Security as furnished by the Service Provider shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Service Provider under the agreement to be executed by and between IT Division, Prasar Bharati Secretariat and the Service Provider.



## **GENERAL INSTRUCTIONS TO BIDDERS.**

1. The scopes of work or stores to be tendered are available in the complete bid documents which can be viewed /downloaded from e-tender portal of <http://tenderwizard.com/PB>. Both Technical Bid and Financial Bid will be submitted concurrently duly digitally signed in the website <http://www.tenderwizard.com/PB>. 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.
2. All Corrigendum/Amendment/Corrections, if any, will be published on the website <http://www.tenderwizard.com/PB>.
3. All documents/papers uploaded submitted by the bidder must be legible.
4. 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 authority.
5. 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 <http://tenderwizard.com/PB> to have user ID & Password from M/s ITI Ltd. The Annual registration charges for vendor/supplier are Rs.1,180/- including GST per annum.
6. To participate in e-bid, bidders shall be charged e-tendering processing charges @ 0.1% of estimated contract value with minimum Cap Rs.590/- only and maximum cap Rs.5,900/- only(including GST) by M/s ITI Ltd.

**DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.**

(To be executed & attested by Public Notary / Executive Magistrate on Rs. 10/- non judicial Stamp paper by the Bidder)

I /We \_\_\_\_\_(Bidder) hereby declare that the firm / agency namely M/s. \_\_\_\_\_has not been blacklisted or debarred in the past by Union / State Government/Autonomous or any organization from taking part in tenders in India.

Or

I/ We (Bidder) hereby declare that the Firm / agency namely M/s. \_\_\_\_\_ was blacklisted or debarred by Union/State Government/Autonomous or any Organization from taking part in tenders for a period of years w.e. f . \_\_\_\_\_to . The period is over on and now the firm/company is entitled to take part intenders.

In case the above information found false I / we are fully aware that the tender/ contract will be rejected / cancelled by IT Division, Prasar Bharati Secretariat, Akashvani Bhawan, Sansad Marg, New Delhi -110001, and EMD / SD shall be forfeited.

In addition to the above, IT Division, Prasar Bharati Secretariat, Akashvani Bhawan, Sansad Marg, New Delhi -110001, will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

Attested:

(Public Notary/ Executive)Magistrate)

Name

Address

### **Format for Financial Bid**

S.No.	DESCRIPTION		ANNUAL CHARGES (in INR)	APPLICABLE TAXES (in INR)	TOTAL (in INR)
	ITEM	CAPACITY (in Mbps)			
A	One number Internet Connectivity Leased Line (1:1, uncompressed and unshared) including all hardware, software etc.	150			
B	Addon / Topup (Optional)	50			
<b>Total for L1 Calculation</b>					
Total amount in words: Rupees only.					

**Note:-**

- a) Lowest bidder (L1) will be determined by [ Total of A + (0.5 X Total of B)] given above. However initially the Purchase order will be issued for the item at S.No.1.
- b) The purchase order(s) for item at S.No. 2 will be issued as per requirements either individually / as a combination/or in multiples. The periods of hiring these items will be from the date of commissioning of these ILL's consequent to issue of purchase orders for these items and will be co-terminate with termination date of item at s no.1. The charges will be paid on pro-rata basis for actual usage period.
- c) Indicate Not Applicable (NA), if any section (in this format) is not applicable. Rates must be quoted for both A & B items.
- d) The rates quoted are FOR at destination i.e. IT Division, Prasar Bharati Secretariat, Akashvani Bhawan, Sansad Marg, New Delhi -110001 and 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.
- e) Any drop in the charges/tariff of leased line or Internet port access during the contract period shall be passed on to Prasar Bharati.
- f) We have gone through the terms & conditions stipulated in the Tender Document and confirm to abide by the same.
- g) No other charges would be payable by Prasar Bharati.

Place:

Date:

**FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)**

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)  
 (TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED COMMERCIAL BANKS (WHETHER SITUATED AT DELHI OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT DELHI)

To, IT Division, Prasar Bharati Secretariat, Akashvani Bhawan, Sansad Marg, New Delhi - 110001

**LETTER OF GUARANTEE**

WHEREAS for IT Division, Prasar Bharati Secretariat, Akashvani Bhawan, Sansad Marg, New Delhi -110001 (Buyer) has invited tender vide Tender from **File No. P 7(10)/2019/IT, dated 16/12/2019**, for procurement of "150 Mbps Internet Leased Line Connectivity " for IT Division, Prasar Bharati Secretariat, Akashvani Bhawan, Sansad Marg, New Delhi -110001 AND WHEREAS the said tender document requires that eligible successful bidder (seller)..... wishing to supply the Item(s) etc. in response thereto shall establish an irrevocable Performance Bank Guarantee in favour of " DDO, Prasar Bharati Secretariat, New Delhi -110001" in the form of Bank Guarantee for Rs ..... (10% of the contract value) and the Performance Bank Guarantee shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the seller, including warranty and AMC obligations from the date of issue of Performance Bank Guarantee and the eligible successful bidder (the seller) shall submit the same within 15 (Fifteen) days from the date of Award of Contract. NOW THIS BANK HEREBY GUARANTEES that in the event of the said bidder (seller) fails to abide by any of the conditions referred to in tender document / Award of Contract / performance of the equipment / machinery, etc. this Bank shall pay to Prasar Bharati Secretariat, New Delhi -110001i on demand and without protest or demur Rs .....(Rupees. ).

This Bank further agrees that the decision of Prasar Bharati, New Delhi (Buyer) as to whether the said bidder (Seller) has committed a breach of any of the conditions referred in tender document / Award of Contract shall be final and binding. We, ..... (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the bidder (Seller) and/ Prasar Bharati New Delhi (Buyer). Notwithstanding anything contained herein: 1. Our liability under this Bank Guarantee shall not exceed Rs. ....(Indian Rupees only). 2. This Bank Guarantee shall be valid up to ..... (date) and 3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if Prasar Bharati, New Delhi serve upon us a written claim or demand on or before.....(date). This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at ..... situated at..... (Address of local branch). Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address