INVITATION OF BID FOR PROVISIONING OF 40 MBPS LEASED LINE CONNECTIVITY FOR A PERIOD OF 02 YEARS FOR WESEE, WEST BLOCK- V AND WESEE ANNEXE, 6TH FLOOR, MTNL BUILDING, BHIKAJI CAMA PLACE

SINGLE TENDER ENQUIRY

M/s Mahanagar Telephone Nigam Ltd.,
Office of the GM (EB-1), Room No. 423,
Khurshid Lal Bhawan, Janpath,
New Delhi – 110001

As per approved vendor on STE case file (for uploading on IN Website)

ITIW/INTERNET/216-40MBPS(2021-22) **07 Jul 21**

REQUEST FOR PROPOSAL (RFP) NO 14 DATED 07 JUL 21

1. Bid in single sealed cover containing *Techno commercial bid* are invited for Provisioning of 40 Mbps leased line connectivity for a period of 02 Years for WESEE, West Block-V and WESEE Annexe located at 06th floor, MTNL Building, Bhikaji Cama Place towards provision of internet networks at both location. The procurement will be an agreement between the purchaser and the supplier for the scope of the work as listed in Part II of this RFP. *Please super scribe the above mentioned Title, RFP number and date of opening of the Bid on the sealed cover of bid to avoid the Bid being declared invalid*.

2. The address and contact numbers for sending Bid or seeking clarifications regarding this RFP are given below -

(a)	Bid/queries to be addressed to:	Director General WESEE, for HOD (IT & IW) West Block V, RK Puram, New Delhi – 110 066
(b)	Postal address for sending the Bid:	West Block V, RK Puram, New Delhi – 110 066
(c)	Name/Designation of the contact personnel:	Lt Cdr Jacob Samuel, SM (IT & IW)
(d)	Telephone number of the contact personnel:	011 - 26172999
(e)	Fax number of the contact personnel:	011 - 26101143

3. This RFP is divided into five parts as follows:

(a) **Part I** – Contains general Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b) **Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c) **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

(d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

(e) **Part V** – Contains Evaluation Criteria and Format for Price Bid.

4. This RFP is being issued with no financial commitment and the customer reserves the right to change or vary any part thereof at any stage. Customer also reserves the right to withdraw the RFP, should it become necessary at any stage.

(Jacob Samuel)
Lt Cdr
SM (IT & IW)

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bid**. **1000 Hrs at 13 Jul 21, Tuesday.** The sealed Bid is to reach/ deposited by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bid**. Sealed Bid should either be dropped in the Tender Box marked as **WESEE Tender Box** kept near the reception office at main entrance of WEST BLOCK-V or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bid sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

3. **Time and date for opening of Bid**. **1500 Hrs at 13 Jul 21, Tuesday**. If due to any exigency, the due date for opening of the Bid is declared a closed holiday, the Bid will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer.

4. **Location of the Tender Box**. **'WESEE Tender Box' is located at Reception Gate of West Block V, RK Puram, New Delhi - 110066.** Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box / Letter Box will be rendered invalid.

5. **Place of opening of the Bid**. Bid will be opened **at OLR, WESEE, West Block –V, RK Puram, New Delhi – 110066.** The bidders may depute their representatives, duly authorised in writing, to attend the opening of bid on the due date and time. Rates and important commercial/ technical clauses quoted by all bidders will be read out in the presence of the representatives of all the bidders. This event will not be postponed due to non-presence of your representative.

6. **Type of Tender and Bid**. This is a **Single Tender Enquiry** and no unsolicited bid will be accepted/ entertained by this office in accordance with GFR 2017. This procurement is on **Single Bid Tender** basis where both the technical and commercial details, along with other information, as sought are to be submitted together in a single sealed cover by the bidders.

7. **Forwarding of Bid**. Techno commercial bid should be forwarded by Bidder under their original memo/ letter pad *inter alia* furnishing details like ***TIN number, GST number, Bank address with EFT Account if applicable, etc and contact nos, complete postal & e-mail address of their office***.

8. **Clarification regarding contents of the RFP**. A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the buyer in writing about the clarifications sought not later than 04 (four) working days prior to the date of opening of the bid. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

9. **Modification and Withdrawal of Bid**. A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received

by the Buyer prior to deadline prescribed for submission of bid. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the Buyer not later than the deadline for submission of bid. No bid shall be modified after the deadline for submission of bid. No bid may be withdrawn in the interval between the deadline for submission of bid and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification regarding contents of the Bid**. During evaluation and comparison of bid, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of Bid**. Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of Earnest Money Deposit (EMD). Conditional tenders will be rejected.

12. **Unwillingness to quote**. Bidders unwilling to quote should ensure that intimation to this effect reaches WESEE before the due date and time of opening of the Bid, failing which the ***defaulting Bidder may be delisted*** for the given scope of work as mentioned in Part II of this RFP.

13. **Validity of Bid**. The bid should remain valid till **180 Days** from the last date of submission of the Bid and the rates quoted therein shall be valid for the entire contract period.

14. **Earnest Money Deposit**. Refer to Para 2 of GoI Letter No. F9/4/2020-PPD/GoI/MoF/DoE/PPD dated 12 Nov 20 & as per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSMEs) and the firms registered with concerned Ministries/ Departments (Attach valid document with the bid) are exempted from submission of bid security. **The firms which are not registered with MSME or with concerned Ministries/ Department need to submit "Bid Security Declaration" placed at Appendix 'B'**.

---END OF PART I---

Part II – Essential Details of Items/Services required

1. **Schedule of Requirements**. The requirements are as follows:-

(a) Provisioning of 40 Mbps(1:1) internet leased line on copper/ fibre at WESEE, West Block-V, RK Puram and WESEE Annexe, 6th floor, MTNL building, Bhikaji Cama Place for a period of 02 Years w.e.f 13 Jul 21 or later.

(b) The line should have provision to be terminated on Ethernet or SFP port for which required hardware (router) should be provided by the Service provider. If required, any feasibility study can be carried out by the firm prior submission of quotation.

(c) 16 static Public IP address.

(d) Providing Bandwidth Utilisation Graph covering daily, weekly, monthly graph.

(e) Support escalation matrix along with timelines for resolution of issues.

2. **Technical details**.

(a) Specifications/ drawings as applicable – Yes (Connectivity diagram between the two locations).

(b) Technical details with technical parameters – Yes.

(c) Requirement of installation/ commissioning – Details of hardware for installation needs to be specified.

3. **Scope of the project**.

(a) Provisioning of 40Mbps (1:1) Leased line on copper/ OFC.

(b) Support and warranty for installed items and with an uptime of 99.9% along with an agreed Service Level Agreement (SLA).

4. **Project Implementation**. Not Applicable.

5. **List of Deliverables**. Not Applicable.

6. **Service Level Agreement** MTNL shall meet service level objectives and corresponding parameters as mentioned below at any given point of time. Service level objectives and parameters are categorized according to:

(a) Availability of Links
(b) Quality of Links
(c) Penalty calculations

7. **Calculation of Uptime** Uptime refers to the availability of bandwidth across various segments. Uptime for the link shall be calculated based on the formula:

Uptime (In%) = 100X (Total Available time per Quarter) – Downtime of Link per quarter)
(Total Available time per Quarter)

Note:

(d) Total available time per Quarter = (8 hrs X N days) – SLA Exclusion Time.
(e) N = Number of calendar days in a Quarter.
(f) Downtime of a link = Downtime of the link.
(g) SLA Exclusion Time = as mentioned in para 9 of Part II including scheduled downtime.
(h) The Uptime and downtime calculations will be measured for time between 9.00 Hrs to 17.00 Hrs in working days excluding second Saturdays, Sundays & Gazetted holidays.
(i) Quality of any link is measured in terms of latency, packet loss and jitter at industry standard.

8. **Procedure of Fault booking**

(a) WESEE shall book the fault with MTNL as per procedure to be provided by MTNL.

(b) WESEE shall abide by the prescribed fault booking procedure of MTNL.

(c) Normally a fault docket number shall be provided to WESEE from MTNL on booking of fault.

9. **Restoration of Faults**

(a) On receipt of complaint MTNL shall make its best efforts to localize the fault and restore the same at the earliest. The WESEE shall provide all necessary support for enabling testing of the circuit at any hour of the day.

(b) In case the WESEE is unable to provide necessary facilities to MTNL, MTNL will test the circuit or its own to the last point feasible and clear the fault docket after rectification of the fault. Circuit shall be presumed to be restored when MTNL has tested the circuit and cleared the fault docket after finding that the circuit is capable of working properly. The fault duration shall be accounted accordingly.

(c) It will be responsibility of MTNL to show proper working of circuit on end to end basis through use of test instruments by sending test data while at the same time keeping the all error rate within limits. One circuits is brought to right condition through such tests and the data transfer by WESEE equipment does not take place, it shall be the responsibility of the WESEE to take necessary action at his end. The downtime will end as soon as MTNL staff is able to show end to end data transfer using test instruments. The fault docket will also be closed simultaneously by MTNL designated manpower.

10. In addition to the above following shall be excluded from fault duration (SLA exclusion time):

(a) Unavailability of power to Network unit at WESEE end.

(b) Unavailability of circuit due to mishandling of MTNL terminating equipment or any cables attached to such equipment at WESEE end.

(c) Unavailability of circuit due to WESEE (WAN/LAN) equipment/ network at either end of the circuit. Unavailability of circuit due to the fault in outdoor network of WAN by third parties.

(d) Period between 1700 Hrs to 0900 Hrs.

(e) Initial response time and resolution time as mentioned at para 11 of Part II.

(f) Any failure due to failure of Earthing.

(g) Unavailability of circuit due to force Majeure.

(h) Continuous fault downtime will start from time when office are opened. If any complaints is booked during the time when offices are closed due to working time or holidays etc. downtime will start from time when offices are opened.

(i) Scheduled Downtime: Scheduled downtime for link maintenance as agreed mutually between WESEE and MTNL. Further any downtime required for preventive maintenance and up-gradation shall be considered for scheduled downtime if informed three days prior to maintenance and approved by WESEE.

(j) Time taken in any planned maintenance work, with intimation to WESEE & as agreed by WESEE shall also be excluded.

11. **Availability of Links** The uptime requirements of the link shall be 99%. MTNL shall monitor the link to ensure the availability of services as per the agreed service levels. It is also understood that small amounts of downtime is unavoidable and therefore, service levels and the penalty calculations allow for such down times. MTNL shall meet the initial response and issue resolution time as given in table below. Issue resolution time is exclusive of initial response time.

Table 1: Availability of Links

Sl	Type of Link	Initial Response Time	Issue Resolution Time
1	40Mbps Internet Leased Line	30 mins	120 Mins

12. **Determination of Downtime** For the purpose of measurement, "downtime" or "fault duration" constitutes any period of time during which the leased circuits is unable to transfer data due to the reasons assignable to MTNL network. Downtime of a link shall be calculated based on the data collected by MTNL. The following principles apply for the calculations of the downtime:

(a) Output port of the Terminal End Equipments at the MTNL POPs or at the remote offices will be monitored by the MTNL for the purpose of uptime/ downtime of the link.

(b) In case of faults in the links, The MTNL will book the fault and will assign a docket number.

(c) A link shall be down when a "Ping" test to the remote router at _____ fails due to the link failure of the Terminal End Equipment supplied by the MTNL.

13. The WESEE shall provide reliable and regulated A/C Power Supply for working of the network termination unit all the time. The WESEE shall also keep the Router/ Switch powered on during 0900 Hrs to 1700 Hrs. If, for any reason, Router/ Switch is required to be switched off, the WESEE shall intimate the designated MTNL Officers.

14. The WESEE will ensure availability of staff who are capable of dealing with the leased circuit equipment between 0900 Hrs to 1700 Hrs. The period in which WESEE premises is found closed or no staff is available when MTNL staff visits the premises for testing or want to test the circuit from MTNL location, will be excluded from fault duration.

15. The WESEE shall provide all necessary assistance and access to its facilities for preventive and corrective maintenance to MTNL staff all the time.

16. **Quality of Links** Quality of links and performance parameters to be maintained by MTNL for all the links at all the tiers are as below:

Table 2: Quality of Service Parameters

S. No	Parameters	Minimum Performance Required
1	Latency	<100ms
2	Jitter	<25ms
3	Packet Loss	2%

17. **Penalties** The three months of the SLA (entered for the first time) will be taken as 'proving-in' period. Though MTNL shall maintain the circuit to the highest possible efficiency during this period, no penalties shall be applicable. Penalties will be calculated on quarterly basis per link. Penalty parameters will be based on availability of Links only.

(a) Penalty on Non availability of Links

- **No penalty**: If the uptime in a quarter is 99% or more.
- **Level I penalty**: In the event of the uptime of the link being below 99%, for every 1% drop in the uptime percentage, a penalty of 1% of the quarterly bandwidth charges shall be levied.
- The maximum amount of penalty for a circuit, calculated for the quarter for all SLA breaches put together shall be restricted to 5% of the rental of the circuit for the quarter during the period of SLA.

- **Adjustment of Penalty**: Amount of penalty will be calculated on per quarter basis. Quarter tariff will be proportionate of annual tariff. The amount of penalty will be deducted from the next advance annual payment of the circuit. Amount of penalty will not be refunded in cash by MTNL. The maximum amount of penalty for a circuit calculated for the quarter for all SLA breaches put together shall be restricted to 5% of the rental of the circuit for the quarter during the period of SLA.

18. **Termination of the SLA** This agreement may be terminated only by the mutual, written consent of the parties giving 30 days' notice.

19. **Payment Schedule**. Payment will be made on a quarterly basis based on invoice raised by the vendor at the end of each quarter.

20. **Delivery Period**. Delivery period for completion of work will be **six weeks** from the effective date of Work Order. Please note that Order can be cancelled unilaterally by the Buyer in case the work is not completed within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD Clause.

21. **Consignee Details**. Not Applicable

---END OF PART II---

PART III – STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law**: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract**: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration**: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. In case of arbitration with the firm and this unit on any issue, the final decision would be of The Director General WESEE, New Delhi.

4. **Penalty for use of Undue influence**: The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission:** The seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign

whatsoever, to intercede, facilitate or in any way to recommend to the Govt. of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply contract with the Government of India for a minimum period of five Years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBR rate, The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of the buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information / inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents**: Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party. Also, the designated agency shall bind each staff member associated with the implementation of the contract to confidentiality in respect of the work carried out and other information regarding WESEE that they may acquire during their tenure of conduct of their work. ***The agency shall give a certificate confirming that each of their employees chosen for these services has undertaken an oath of nondisclosure and secrecy.***

8. Liquidated Damages: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training etc. as specified in the contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores/services.

9. **Termination of Contract**: The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

(a) The delivery of the material/services is delayed for causes not attributable to Force Majeure for more than 01 month after the scheduled date of delivery/completion.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The delivery of material/services is delayed due to causes of Force Majeure by more than 01month provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to

such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

10. **Notices**: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting**: The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights:** The prices stated in the present contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments**: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. Taxes and Duties

(a) If Bidder desires to ask for Duty/Tax/GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(b) If reimbursement of any Duty/Tax/GST is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax/GST will be entrained after the opening of tenders.

(c) If a Bidder chooses to quote a price inclusive of any duty/tax/GST and does not confirm inclusive of such duty/tax/GST so included is firm and final, he should clearly indicate the rate of such duty/tax/GST and quantum of such duty/tax/GST included in the price. Failure to do so may result in ignoring of such offers summarily.

(d) If a Bidder is exempted from payment of any duty/tax/GST up to any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax/GST, it should be brought out clearly. Stipulations like, the said duty/tax/GST was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax/GST will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who

fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax/GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(e) Any change in any duty/tax/GST upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax/GST paid by the supplier. Similarly, in case of downward revision in any duty/tax/GST, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all relief's, exemptions, rebates, concession etc. if any obtained by the Seller.

---END OF PART III—

PART IV – SPECIAL CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee**. By way of Bank Guarantee for a sum equal to 3% of the Contract Value, a Performance Bank Guarantee (PBG) is to be furnished within 30 days on signing of the Contract Agreement. The EMD of the successful bidder will be returned only on submission of PBG. The PBG shall be valid for a period beyond 60 days from the date of expiry of the contract. IHQ MoD(N) shall have the right to make good any shortfall in services of the contractor from the PBG. The specimen of PBG is given in Form DPM-15 (Available on the MoD website and can be provided on request).

2. **Payment Terms for Indigenous Sellers**: It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible

3. **Advance Payments**: ***No advance payment(s) will be made.***

4. **Paying Authority**: The Controller of Defence Accounts (Navy/CoastGuard), West Block 5, R K Puram, New Delhi-110066.The payment of bills will be made through CDA (Navy/CoastGuard), Delhi on submission of the following documents by the Seller to the Paying Authority along with the bill:

(a) Ink-signed copy of contingent bill / Seller's bill.
(b) Ink-signed copy of Commercial invoice / Seller's bill.
(c) Copy of Supply Order/Contract, where required under delegation of powers.
(d) CRVs in original.
(e) Inspection note.
(f) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Customs duty clearance certificate, etc. as applicable.
(g) Exemption certificate for Customs duty, if applicable.
(i) Guarantee / Warranty certificate.
(j) DP extension letter with CFA's sanction, where required under delegation of powers, indicating whether extension is with or without LD.
(k) Details for electronic payment viz. Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
(l) Any other document / certificate that may be provided for in the Supply Order / Contract.
(n) User Acceptance.
(o) Satisfactory Certificate.

5. **Repeat Order Clause**: The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms &

conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

6. **Fall Clause**: In case of any stage during the contract period, it is found that you providing the services for contracted items at a lower rate to other organizations, you will be liable to offer the same rates to WESEE, RK Puram, New Delhi. In such case, if payment(s) has/ have already been made to you, you will be liable to reimburse extra amount so claimed.

7. **Risk & Expense Clause**:

(a) Should the stores or any instalment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any instalment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any instalment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed actual cost of the value of the contract."

8. **Force Majeure clause**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as war, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

9. **Specification:** The following Specification clause will form part of the contract placed on successful Bidder – The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements (if any) recommended after the trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the system. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within 30 days of affecting such upgradation/alterations.

10. **Quality:** The quality of the stores/services delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores/services for in specifications enumerated as per RFP and shall also include therein modification to the stores/services suggested by the Buyer. Such modifications will be mutually agreed to.

11. **Quality Assurance:** Seller would provide the standard Acceptance Test Procedure (ATP). Buyer reserves the right to modify the ATP.

12. **Inspection Authority**: The Inspection will be carried out by WESEE. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.

13. **Franking clause:** The following Franking clause will form part of the contract placed on bidder:-

(a) Franking clause in the case of acceptance of goods/services – "The fact that the goods/services have been inspected after the delivery period and passed by the Inspecting officer will not have the effect of keeping the contract alive. The goods / services are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract"

(b) Franking clause in the case of Rejection of goods/services – "The fact that

the goods /services have been inspected after the delivery period and rejected by the Inspecting officer will not bind the Buyer in any manner. The goods/services are being rejected without prejudice to the rights to the Buyer under the terms and conditions of the contract."

14. **Warranty/Support**: The supplier will provide support during the warranty period to address and remedy any fault/deficiency (i.e. deviation from agreed project specification) observed during the operation of the services for a period of **24 months** commencing from the date of successful acceptance of the services. The support shall be available on telephone/fax and e-mail during working hours on all working days. Supplier will respond to a reported fault / deficiency typically within a period of one working day.

15. **Product Support:** Not Applicable

---END OF PART IV--

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bid will be as follows:

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.

(c) The Bidders are required to spell out the rates of SGST & CGST etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of SGST & CGST is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders. If a Bidder is exempted from payment of SGST & CGST upto any value of supplies from them. If any concession is available in regard to rate/quantum of SGST & CGST, it should be brought out clearly. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(d) If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(e) The Lowest Acceptable Bid will be considered further for placement of Work Order after complete clarification and price negotiations as decided by the Buyer.

2. **Price Bid Format**. The Price Bid Format in general is given below and bidders are required to fill up correctly with full details, as required under Part-II of RFP. The format is placed at Appendix 'A'.

Sl	Description	Specification	Unit Price	Qty	Total
(a)	Provisioning of 40 Mbps leased line connectivity for a period of 02 Years for WESEE, West Block-V and WESEE Annexe, 6th floor, MTNL building, Bhikaji Cama Place	40 Mbps dedicated leased line point to point connectivity for a period of 02 Years for WESEE, West Block-V and WESEE Annexe, 6th floor, MTNL building, Bhikaji Cama Place			

---END OF PART V--

Appendix 'A'

COMMERCIAL BID

FOR PROVISIONING OF 40 MBPS LEASED LINE CONNECTIVITY FOR A PERIOD OF 02 YEARS FOR WESEE, WEST BLOCK-V AND WESEE ANNEXE, 6th FLOOR,MTNL BUILDING, BHIKAJI CAMA PLACE

(In response to RFP no dated)

1. **Rate of items**.

S. No	Product description	Unit price	Total Amount
(a)	Provisioning of 40 Mbps leased line connectivity for a period of 02 Years for WESEE, West Block-V and WESEE Annexe, 6th floor, MTNL building, Bhikaji Cama Place		
(b)	Other items as relevant		

2. **Additional information in price bid on Taxes and Duties**:-

(a) Is GST/CGST extra? If Yes, then mention the following:

(i) Total value on which GST/CGST is leviable and Rate of GST/CGST
(ii) Total value of GST/CGST leviable

(b) Is Service Tax extra? If yes, then mention the following:

(i) Total value of Services on which Service Tax is leviable
(ii) Rate of Service Tax leviable
(iii) Total value of Service Tax leviable

(c) Is Custom Duty Exemption (CDE) required

(d) Any other Taxes / Duties / Overheads / Other costs

(e) Warranty Period / Hardware Support/ Life Cycle

(f) Delivery Period / Delivery Plan

(g) Please indicate other costs that are part of this RFP that are not mentioned in the Basic Cost of Service

Office Stamp **Signature of Bidder**

Appendix 'B'

Bid Security Declaration Form

Date: _____ Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

1/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Date day of (insert date of signing)

Corporate Seal (where appropriate)