



Request for Proposal for

20 Mbps Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared) at Maharashtra Electricity Regulatory Commission (MERC), World Trade Centre Mumbai, for a period of one year.

01-01-2020

World Trade Centre, Centre No.1, 13th Floor,
Cuffe Parade, Colaba, Mumbai-400005

NOTICE INVITING TENDER

MERC invites sealed tenders in the shape of Two Bid Systems i.e. (Techno commercial Bid & Financial Bid) from reputed Indian Firms/Agencies/Govt. Licensed firms for 20 Mbps Internet Connectivity Leased Line (OFC) (1:1) uncompressed & unshared with last mile on fiber) for MERC, Mumbai for a period of one year: -

Description	EMD (In Rs.)	Pre- Bid meeting	Last Date & Time for submission of tenders	Date & Time for opening of Bids	Validit y of offer
20 Mbps Internet Connectivity Leased Line (OFC) (1:1 Uncompressed and unshared)	20000/- Through Demand Draft In Favour of “Maharashtra Electricity Regulatory Commission” Payable at Mumbai.	06 January, 2020 at 1500 Hours	09 January, 2020 up to 1700 Hours	10 January, 2020 at 1700 Hours	180 days

Sr. No.	Particulars	Details
1	Cost of Tender Document	Free of cost
2	Earnest Money Deposit (EMD)	20000/- (Twenty Thousand) Through Demand Draft In Favour of "Maharashtra Electricity Regulatory Commission" Payable at Mumbai.
3	Mode of Bid Submission	Sealed Quotation at MERC Office
4	Tendering Authority	Maharashtra Electricity Regulatory Commission World Trade Centre, Centre No.1, 13th Floor, Cuffe Parade, Colaba, Mumbai-400005
5	RFP upload	01 January, 2020
7	Date and Time of Pre- Bid Meeting	06 January, 2020 at 1500 Hours
8	Last Date of Submission of Bids	09 January, 2020 up to 1700 Hours
9	Date and Time of Opening of Bids	10 January, 2020 at 1700 Hours
10	Bid Validity	180 days from the Bid submission date.
11	Tender Queries	Pre-Bid Queries can be submitted at 'tenderqueries@merc.gov.in' before pre-bid meeting till 06 January, 2020 at 1500 Hours

**Dates mentioned here, are scheduled dates for Bid Opening Activities. Any changes in dates of opening of technical and commercial/financial tenders shall be notified in 'Press Notice / Corrigendum' section on the e-Tendering sub portal of the department before opening of the same.*

Note:-The Office of Maharashtra Electricity Regulatory Commission has reserves right to accept or reject any or all tenders without giving any reason thereof.

CONTENTS

I. Part I (Techno Commercial bid)

1. Introduction
2. Scope of work
3. Pre-qualification criteria
4. Special Condition of Contract (SCOC)
 - 4.1 Nature of the tender
 - 4.2 Bid submission method
 - 4.3 Opening of the tender
 - 4.4 EMD and SD
 - 4.5 Evaluation of bid
 - 4.6 Payment terms
 - 4.7 Responsibilities under contract
 - 4.8 Completion period
 - 4.9 Liquidated Damages
 - 4.10 Taxes and duties
 - 4.11 Income tax
 - 4.12 Sub-contracting or sub-letting
 - 4.13 Validity of the offer
 - 4.14 Warranty
 - 4.15 Cancellation / termination of order by MERC
 - 4.16 Arbitration
 - 4.17 Deviation
 - 4.18 Risk Purchase
 - 4.19 Service level agreement
 - 4.20** Tendering specification and requirements for the leased line **Annexure – I**
 - 4.21** Client List **Annexure – II**
 - 4.22** Deviation Statement **Annexure – IV**

Part II

Financial Bid

Financial Bid format

Annexure – III

Part - I

(Techno Commercial bid)

1. Introduction:

MERC has a plan to install “20 Mbps Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared), including minimum 6 public ips to be installed for a period of one year” on rental basis. The following document, in its entirety, has been brought out as both a bid specification to outline the requirements for the works to be provided, and a basis for proposal submission by the bidder.

2. Scope of the work:

To provide 20 Mbps Internet leased line connectivity on uncompressed, unshared leased line (OFC) (1:1), including minimum 6 public ips on rental basis. This includes installation, commissioning, testing & up keep of the complete link for one-year period. The connectivity will be through dedicated Internet service. The hardware and software required for the establishment of fully functional leased line will be provided by the bidder. The minimum guaranteed bandwidth taken from the Bidder is 20 Mbps. The ISP should be able to deliver the link using wired last mile connectivity of their own.

3. Pre-qualification Criteria: Mandatory (*Tenderers not meeting the criteria will not be considered*)

Sr. No.	Requirements	Documents Required
3.1	a. The Internet Service Provider (ISP) should have valid Category A ISP License from Govt. of India b. ISP must have license from Department of Telecommunication (DOT), Govt of India for set up and operate gateways	(Copy of License).
3.2	The bidder should have executed at least one project (implementation of internet bandwidth of capacity 20 Mbps or more) for Govt. /PSU Organizations during the last three (3) financial years.	Work Orders + Self Certification of Completion of Project
3.3	The agency must have a fully functional Customer Service Center(s) in this region, which is fully operational 24 X 365 days List of Customer Service Center(s) must be enclosed with technical bid	Self-Certificate
3.4	The bidder should not have been debarred or blacklisted by any Central / State Government or any State Government Department(s).	A self-certified letter
3.5	The bidding firm should have Average annual turnover of Rs. 15.00 Lacs during last 3 financial years.	CA Certificate

3.6	Bidder should have valid document of GST Registration number as applicable	GST Certificate
3.7	The Bidder/Firms/Agencies shall have registered office in the State of Maharashtra	Copy of Registration / License from Competent Authority.

4. Special Conditions of Contract (SCOC):

4.1 NATURE OF TENDER: It is a two-part tender namely:

**Part-I : “Techno
Commercial bid” and**

**Part-II : “Financial
Bid”**

4.1.1 **Part-I: Techno Commercial bid:** It consists of followings:

Detailed technical aspects, scope of work, commercial terms, payment terms, completion time, validity of offer etc.

4.1.2 Information / documents furnished by the bidders in support of meeting the pre-qualification criteria, general terms and conditions and Special terms and conditions.

4.1.3 Demand draft or Pay order towards EMD drawn in favor of “Maharashtra Electricity Regulatory Commission” Payable at Mumbai.

4.1.5 Bid document duly signed by the bidder (in each page) along with signed **Financial Bid** (Part II of tender document), Deviation statement as per Annex IV of tender document, filled Annexure I, II and IV of tender document.

4.1.6 Part-II: “Financial Bid”:

Price for each of activities mentioned in part II of tender document as per Annexure -III is to be quoted separately in the Financial Bid format attached as part II of tender document, duly signed by the tenderer.

4.2 BID SUBMISSION METHOD: Bids must be submitted in sealed cover as follows:

One sealed cover (Envelope) containing techno commercial bid as per clause 4.1.1 to 4.1.5 and clearly **superscripting the cover as “Techno Commercial Bid for 20 Mbps Internet connectivity Leased Line for Maharashtra Electricity Regulatory Commission, World Trade Centre, Mumbai”**. Document/ declaration in support of pre-qualification as per clause 3.1 to 3.6 of tender should be put in a separate envelope super scripting “Pre-qualification”, sealed and to be put inside the same envelope for techno commercial bid.

4.2.1 **The 2nd sealed cover shall contain the “Financial Bid”** and clearly stating on the cover as **“Financial Bid for 20 Mbps Internet connectivity Leased Line for Maharashtra Electricity Regulatory Commission, World Trade Centre, Mumbai”**.

4.2.2 **Above mentioned two envelopes to be wrapped in another sealed cover super scripting “Techno-Commercial bid and Financial Bid for 20 Mbps Internet connectivity Leased Line for Maharashtra Electricity Regulatory Commission, World Trade Centre, Mumbai”**

1. Any corrections in the bid document should be authenticated by the bidder by putting signature with stamp.

2. The Financial Bid enclosed by the bidder along with the techno-commercial bid instead of keeping it in a separate cover shall be out rightly rejected.

4.3 Opening of tenders:

4.3.1 All the tenders received up to the time and tenders received late shall not be considered under any circumstances.

4.3.2 The techno commercial bids shall be opened on the tender opening day in presence of the bidders, if present at the time and day of opening.

4.4 Cost of tender document, Earnest Money deposit (EMD):

4.4.1 Earnest Money deposit (EMD)

The bidder is required to deposit Earnest money deposit of Rs **20000** (Rupees twenty thousand only) by crossed demand draft or Pay order in favor of “**Maharashtra Electricity Regulatory Commission**” Payable at Mumbai along with Part-I (Techno-commercial bid). No interest shall be paid on the amount of such deposit. The EMD shall be returned/ refunded to the unsuccessful bidders within 30 working days of expiry of bid validity without any interest and same will be converted into security deposit for successful bidders

4.4.2 EMD shall be forfeited if:

- a) The bid is revoked during its validity period.
- b) The bidder indulges himself in any undesirable practice or malpractice at any time, which would include the instance of a bidder after submission of tender and during the tender validity period resilient from his offer or modifies the terms and conditions thereof.
- c) The prices are increased unilaterally during validity of offer by the bidder,
- d) The successful bidder does not convey his written acceptance within a maximum period of 15 days of the order placed on him by MERC.
- e) The bidder withdraws or modifies his tender without consultation & approval of MERC, within 180 days from the date of opening or within the extended period of validity for any reason whatsoever.
- f) The successful bidder fails to start the work within the reasonable period or fails to show reasonable progress in execution of the work / contract.

4.5 Evaluation of bid:

- 4.5.1 Techno-commercial bids of those bidders who satisfy pre-qualification criteria as per clause no. 3.1 to 3.6 of this tender will only be evaluated by an evaluation committee. Financial Bids of bidders who are techno-commercially eligible as per evaluation committee will only be opened. **L1** (lowest bid) will be decided on overall L1 basis (as mentioned in Financial Bid) Annexure-III.
- 4.5.2 Unless otherwise stated in the Financial Bid, it will be construed that the price quoted is inclusive of all taxes and duties. No claim in this regard will be entertained at a later stage.
- 4.5.3 The price quoted by the bidder should be final and no escalation shall be permitted during the contract period except for statutory levies enhanced or introduced subsequent to the date of submission of the Financial Bid duly supported by documentary evidence.

4.6 Payment terms: The payment schedule shall be as follows:

4.6.1 PRICE SCHEDULE for (Financial Bid)

A) Band Width charges / or Annual Port Charges

- 20 Mbps of Internet Bandwidth (OFC) (1:1 uncompressed and unshared) from MERC.

B) Local Loop charges

- One-time installation & Configuration charges.
- Annual rentals (Recurring charges).
- Any other charges (To be specified).
- WPC and other clearance charges.

C) Hardware/Software charges

- MERC will not purchase any hardware /software and firm will have to provide all the required hardware/software to make the leased line fully functional as per specification.
- MERC will not be responsible for any kind of damage of hardware / software mentioned above. All these items shall be in complete maintenance warrantee of the firm.

4.6.2 SCHEDULE OF PAYMENT:

- Mode of payment will be subject to the following conditions on various tasks as under:

Bandwidth Charges:

- Bandwidth charges are payable post quarterly after raising the bill by the successful ISP. For this ISP will raise the bills at-least fifteen days in advance before the end of each quarter. Bidder should raise the bill from the date of installation of all hardware and software only.
- ISP will be responsible for making payments related to WPC and other clearance charges, if any. MERC, Mumbai will not pay any amount to WPC or any other agency directly for any purpose related to commissioning or rental of leased line.

OTHER TERMS & CONDITIONS:

- Bid should accompany an earnest money deposit of Rs. 20000/- in the form of a Demand Draft drawn in favor of the “Maharashtra Electricity Regulatory Commission” payable at Mumbai on a scheduled commercial bank / nationalized bank. This amount will be treated as Performance Guarantee in case of

successful Bidder (ISP).

- It is suggested that the Service providers should visit the premises and ascertain feasibility before quoting the above price in order to avoid any disputes later on.
- MERC can terminate the contract with one-month notice in case the services are not found satisfactory. In such a case, MERC will pay on actual work basis for the duration for which the services were used during the period in question.
- MERC reserves the right to verify/seek confirmation of all original documentary evidence submitted by bidders in support of above mentioned specification for eligibility criterion. In case any information furnished by the bidder is found to be false/ incorrect at any stage, the bid shall be summarily rejected and no correspondence on the same shall be entertained.
- The ISP will have to provide all the required Terminal Equipments/ Accessories for the service.
- Leased line output interface should be on Ethernet/Fiber.
- The ISP should quote total charges that include Last Mile Charges, Equipment rental charges, Installation charges, Registration charges, Local Loop charges, Port charges, Service charges, Internet charges, other charges if any.
- ISP should provide Bandwidth Monitoring Software.

4.7. RESPONSIBILITIES UNDER THE CONTRACT:

The ISP would be responsible for the following:

- To provide 20 Mbps Internet connectivity (Leased Line), including minimum 6 public ips at MERC, on yearly rental basis.
- Installation, commissioning, configuring of the link and hardware/software (Mux, Modems and Router etc. to make line fully functional at 20 Mbps.).
- Maintenance support service (24 hours and 7 days a week).
- ISP or authorized person from ISP will be required to sign Service Level Agreement.
- Either party may terminate the contract after giving three-month notice.
- In case of the above parameters going out of specifications, MERC will be compensated adequately in respect of the extended time for the loss of hours in service. Also, if services are not found satisfactory, MERC reserves the right to cancel the contract within one-month.

4.8 Completion period:

4.8.1 The successful bidder should take all care to complete the contract within 1 month from the date of award and acceptance of contract.

4.8.2 Delivery Period & Installation:

The delivery period of the said tasks/services should be adhered to as will be mentioned in the Award of Contract. Bidder should quote the minimum and maximum period (within 15 days) he will take to install/operate the link at MERC. The supply shall actually be deemed to have been completed on the actual date of installation.

4.9 Liquidated damages (LD):

The bidder shall take appropriate steps to ensure that the installation is completed within the stipulated time of 15 days from the issue of Award of Contract (AoC) to avoid imposition of liquidated damages. In the event of any delay in completion of the job liquidated damages @ 0.50% per week or part thereof for unfinished part of contract will be recovered subject to maximum of 5% of the total order value from the amount immediately due to the contractor.

4.10 Taxes and duties:

All taxes and duties shall be paid against documentary evidence. In case of GST rules/act.

- 4.11 **Income tax:**
Income tax at applicable rate shall be recovered.

4.12 Sub-contracting or sub-letting:

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

4.13 Validity of offer:

Offer submitted by the bidder should be valid for a minimum period of 180 days from the date of opening of Financial Bid.

4.14 Warranty:

The Bidder will be responsible for the comprehensive maintenance for the entire warranty period of one year. Warrantee period will start after the acceptance of installation & testing of complete connectivity.

- The Bidder will do preventive maintenance once a quarter for upkeep of the Systems running.
- The schedule will have to be adhered to strictly by him.
- 99.5% Uptime shall be calculated as $(\text{Total Time} - \text{Down Time}) \times 200 / \text{Total Time}$ on quarterly basis.
- Deduction in payment will be made for downtime in the quarterly bills raised by the ISP.
- The response time for attending the faults will be four hours (maximum) after they are reported to the Bidder.
- The Bidder will rectify the faults within 24 hours failing which; the Bidder will arrange temporary replacements. The services shall be provided 24 hours & 7 days in a week.

4.15 Cancellation/Termination of order by MERC:

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, MERC reserves the right to cancel/terminate the contract by giving 30 days' notice at the cost and risk of the contractor.

4.16 Arbitration:

All suits or proceedings relating to any dispute or claim arising out of or in course of performance in this contract shall be filed in appropriate court having jurisdiction in the State of MAHARASHTRA as case may be.

4.17 Deviation:

Any deviation from tender conditions has to be mentioned in a format as attached as Annex III with reason for deviation. However MERC reserves the right to reject any such deviations. Deviations mentioned in any other place without a mention in Annex III will be ignored.

4.18 Service Level Agreement

- 20 Mbps Internet bandwidth at all the time.
- Packet Losses: Less than 1 % (Average over 2000 ping) at any given point of time to any part of globe.
- Latency: Less than 350 ms from MERC to ISP's tier 1 peering point.
- Network Availability: More than 99.5 % per quarter.
- Reports for performance, monitoring /usage to be submitted by the ISP on weekly or monthly basis or as per requirement of MERC.
- The bidder will provide the facilities to measure the above parameters at MERC. The facility of measurement / monitoring of above parameters or graphical display will be provided by the bidder.

In case of the above parameters going out of specifications, MERC will be compensated adequately in respect of the extended time for the loss of hours in service. Also, if services are not found satisfactory, MERC reserves the right to cancel the contract within three-months.

Anexure-I

4.19 Technical specification and requirements for 20 Mbps Internet connectivity Leased Line (1:1 uncompressed and unshared with last mile on fibre) for MERC, Mumbai for a period of one year.

Sr. no	Technical Specification for Internet Leased Line Connection	Complied (Yes/No)	Deviation if any
1	The Internet Service Provider (ISP) should have a valid Category A ISP License from Govt. of India (Attach a copy of license).		
2	ISP must have license from Department of Telecommunication (DOT), Govt. of India for set up and operate gateways (Attach certificate).		
3	The bidder should have executed at least one project (implementation of internet bandwidth of capacity 20 Mbps or more) for Govt. /PSU Organizations during the last three (3) financial years		
4	The agency must have a fully functional Customer Service Center(s) in this region, which is fully operational 24 X 365 days. List of Customer Service Center(s) must be enclosed with technical bid.		
5	The bidder should not have been debarred or blacklisted by any Central / State Government or any State Government Department(s). An affidavit to that effect on Non-Judicial Stamp paper of 50/- duly notarized shall be enclosed with the technical bid.		
6	The ISP should be able to deliver the link using wired last mile connectivity of their own.		
7	Valid GST Registration		
8	PAN		

4.20 Client List

Details about the client where the bidder executed similar solution.

Sl. No	Name of client & office address of contract Person with phone no	Nature of operation of client (Manufacturing / trading / others)	Whether Multi location client (Yes/No)	Name of contract	Start year of contract	Compliance year of contract	Whether support service attached
1							
2							
3							
4							

Note: The bidder should have executed at least one project for implementation of internet bandwidth of capacity 20 Mbps or more or/ two projects of 10 Mbps or more/ or three projects of 5 Mbps or more. Detail of such projects to be provided during last five financial years.

Annexure IV

4.21 Deviation Statement

Deviation Sr. No.	Page Sr. No. or enclosure reference of the tender document	Clause number for which the deviation is sought	Brief text description of the clause	Reasons for deviation	Suggested alternative

Part II

Financial Bid

Annexure-III

FINANCIAL BID FORMAT

TENDER DOCUMENT FOR 20 Mbps Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared) for IT Division of MERC for a period of one year.

(This shall be detached and submitted as Financial Bid)

Sr. No	No. of links / Speed	Unit Rate per year	Yearly Cost	One Year Cost
1	A) Bandwidth Charges: One no. 20 Mbps Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared), including minimum 6 public IPs at MERC to ISP gateway Installation, commissioning, configuring of the link and hardware/software (Mux, Modems and Router etc. to make line fully functional at 20 Mbps.) (Including all hardware.)			
2	Applicable taxes on above 1			
3	B) One-time installation & Configuration charges			
4	Applicable taxes on above 3			
5	C) Annual rentals (Recurring charges)			
6	Applicable taxes on above 5			
7	Total (1+2+3+4+5+6)			
8	D) Any other charges (To be specified) (if any)			
9	Over All Total (7+8))			
10	Over All Total in Words			
	Note: 1. Order shall be placed on the party who quotes over all lowest rate. 2. In case of confusion of unit rate against total price, unit rate will prevail for evaluation. 3. In case of confusion in word and figures in quoted rate / total price of any item, rate / total price quoted in word will prevail. Similarly, in case of confusion in word and figures in overall price, price quoted in words will prevail. And also, payment will be calculated from the date of Installation.			

Signature of the authorized representative of the bidder

Name:

Designation

Date

Seal