

**INVITATION OF BID FOR RENEWAL OF 100 MBPS LEASED LINE (P2P)
CONNECTIVITY BETWEEN WESEE, WEST BLOCK V, RK PURAM AND WESEE
ANNEXE, 6TH FLOOR, MTNL BUILDING, BHIKAIJI CAMA PLACE
FOR A PERIOD OF 12 MONTHS**

SINGLE TENDER ENQUIRY

M/s

.....
As per approved vendor for STE
.....

S&P/210-2/DC&IT/RENEW/100 Mbps

27 Mar 19

REQUEST FOR PROPOSAL (RFP) NO 61 DATED 27 MAR 19

1. Bids in single sealed cover containing *Techno Commercial bids* are invited for renewal of 100 Mbps leased line (P2P) connectivity between WESEE, West Block-V, RK Puram and WESEE Annexe located at 06th floor, MTNL Building, Bhikaiji Cama Place for a period of 12 months from the date of successful renewal or acceptance by WESEE, whichever is later, for Standards and Processes (S&P) Group of WESEE, MoD on Single Tender Enquiry basis through M/s MTNL, New Delhi. The proposed renewal will be an agreement between the purchaser/ customer and the service provider 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 Bids on the sealed cover of bid to avoid the Bid being declared invalid.

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

- | | | |
|-----|--|--|
| (a) | Bids/queries to be addressed to: | Director General WESEE,
(for HOD (S&P))
West Block V, RK Puram,
New Delhi – 110 066 |
| (b) | Postal address for sending the Bids: | West Block V, RK Puram,
New Delhi – 110 066 |
| (c) | Name/Designation of the contact personnel: | Lt Cdr Rahul Gupta,
SM (S&P) |
| (d) | Telephone number of the contact personnel: | 011 – 26104073/26167134 |
| (e) | Fax number of the contact personnel: | 011 - 26101143 |

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

(a) Part I – Contains general Information and Instructions for the Bidder 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 services required, such as the Schedule of Requirements (SOR), Technical Specifications (if any) and Service Level Agreement (SLA).

(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 Bids.

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.


(Rahul Gupta)
Lt Cdr
SM (S&P)
For DG, WESEE





Part I – General Information

1. **Last date and time for depositing the Bids.** 1200 hrs on 07 May 19. The sealed Bids are to reach/ deposited by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids.** Sealed Bids 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 WESEE, West Block V, RK Puram, New Delhi – 110066 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. Bids 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 Bids.** Bids will be opened at 1500 hrs on 08 May 19. If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer. The time and date for the Price Negotiation would be intimated subsequent to the bidder.
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 Bids.** Bids will be opened at Logistic Office, WESEE, West Block –V, RK Puram, New Delhi – 110066. The bidder(s) may depute their representatives, duly authorised in writing, to attend the opening of bids 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 bids will be accepted/ entertained by this office in accordance with GFR 2017. The proposed services 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 bidder.
7. **Forwarding of Bids.** Techno commercial bids should be forwarded by Bidders under their original memo/ letter pad *inter alia* furnishing details like **TIN number, VAT/CST number, GST number, Bank address with EFT Account if applicable, etc and contact numbers, complete postal & e-mail address of their office.**
8. **Clarification regarding contents of the RFP.** In case, the bidder who requires clarification regarding the contents of the bidding documents, the bidder shall notify the buyer in writing about the clarifications sought not later than 05 (five) working days prior to the date of opening of the bids. 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 Bids.** A bidder may modify or withdraw his bid

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after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. 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 bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids 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 Bids.** During evaluation and comparison of bids, 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 Bids.** 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. **Validity of Bids.** The bids should remain valid till **90 Days** from the last date of submission of the Bids and the rates quoted therein shall be valid for the entire contract period.

13. **Earnest Money Deposit.** Bidders are required to submit ***Earnest Money Deposit (EMD) for an amount of Rs 25,200.00 (Rupees Twenty Five Thousand Two Hundred Only)*** along with the bid. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque or Bank Guarantee from any public sector banks or private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to be valid for a period of forty-five days beyond the final bid validity period. EMD of the bidder will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. *The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract.* EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

14. **Certificate by Vendor:** It is mandatory for the vendor to fill up the compliance matrix at Appendix 'A' to this RFP and ***submit the same along with the techno commercial bid.***

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Part II – Essential Details of Items/Services required

1. **Schedule of Requirements.** The organization wishes to renew 100 Mbps leased line (P2P) connectivity between WESEE, West Block-V, RK Puram and WESEE Annexe, 6th floor, MTNL building, Bhikaiji Cama Place for a period of 12 months with effect from 25 May/ acceptance by WESEE whichever is later.

Service Level Agreement

2. The service provider is required to submit a duly signed SLA on a stamp paper of **Rs. 100/- (Rupees One Hundred Only)** within four weeks of receipt of the Work Order. SLA shall define the guaranteed quality and performance of the services being offered/ proposed against the subject RFP. The SLA must contain the service level parameters, warranties and other recurring services that are expected to be provided by the service provider against the subject RFP.

3. The SLA along with commercial bids including but not restricted to the following terms and conditions with regard to SLA shall be submitted as part of the bid to avoid disqualification: -

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

$$\text{Uptime (In \%)} = \frac{100 \times (\text{Total Available time per Quarter}) - \text{Downtime of Link per quarter}}{(\text{Total Available timer per Quarter})}$$

Where:

- (i) Total Available time per Quarter = (8 hrs X N days) – SLA Exclusion Time.
- (ii) N = Number of calendar days in a Quarter.
- (iii) Downtime of a link = Total time for which the link is not available.
- (iv) SLA Exclusion Time = as mentioned in para 3(d) below.

(b) **Procedure of Fault booking.** The service provider should provide a procedure to book and monitor any fault/ defect.

(c) **Restoration of Faults**

(i) On receipt of complaint the service provider shall make its best efforts to localise the fault and restore the same at the earliest. The buyer shall provide all necessary support for enabling testing of the circuit at any hour of the day.

(ii) It will be responsibility of service provider to show proper working of circuit on end to end basis through use of test instruments by sending test data.

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(d) **Availability of Links**

S. No.	Type of Link	Description	Initial Response Time	Issue Resolution Time
(i)	Point to Point Leased Circuit	100 Mbps. End A <u>WESEE</u> End B <u>WESEE ANNEXE</u>	30 mins	120 mins

(e) **Quality of Links.** Quality of links and performance parameters to be maintained by MTNL, New Delhi for all the links at all the tiers are as below:-

S. No.	Parameters	Minimum Performance Required
(i)	Latency	<100 ms
(ii)	Jitter	<25 ms
(iii)	Packet Loss	2%

(f) **Penalties.** Penalties will be calculated on quarterly basis per link. Penalty parameters will be based on availability of Links only.

(i) **Penalty on Non availability of Links.**

(aa) No penalty: if the uptime in a quarter is 99% or more.

(ab) 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.

(ii) **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 quarter payment of the circuit.

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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. Service provider 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. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
4. **Penalty for use of Undue influence.** The Seller/ Service provider 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/ Service provider) or the commission of any offers by the Seller/ service provider 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



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the Seller 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.

8. **Liquidated Damages.**

(a) **Renewal Failure.** In the event of the Service Provider's failure to submit the Bonds, Guarantees and Documents, renew the proposed services and conduct trials etc. whichever is relevant 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 Service Provider 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.

(b) **SLA Failure Penalty.** Further, failure to meet the SLA during the contracted period would also attract levying of penalty as detailed above at 'Part II - Essential Details of Items/ Services Required'. The adherence to SLA would be calculated and mutually verified on completion of every quarter based on report that should be submitted by the service provider within one week of completion of each quarter. The downtime will be verified based on records that would be maintained by WESEE and the problem reporting/ tracking system provided by the OEM. Any penalty/ compensation that becomes due view SLA failure will be deducted by the Buyer from the quarterly payment. Any failure of SLA attributable to Force Majeure



shall be brought to the notice of the Buyer in accordance with Force Majeure clause as detailed at Para 06 of 'Part IV - Special Conditions of RFP'.

9. **Penalty clause.** A 'Success Fee' is to be levied (time cost + 3 x profession fee) in case of non-conformance with the deliverable/ criteria being success of implementation of each stage and not based on completion of stage.

10. **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.

(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 01 month provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Seller has utilised 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.

11. **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.

12. **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.

13. **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 if the fact of infringement of any or all the rights mentioned above.

14. **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.

15. **Taxes and Duties**

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(a) **General.**

(i) If Bidder desires to ask for customs duty, excise duty or Sales Tax/ VAT, 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.

(ii) If reimbursement of any Duty/Tax 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 will be entreated after the opening of tenders.

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

(iv) If a Bidder is exempted from payment of any duty/tax 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, it should be brought out clearly. Stipulations like, the said duty/tax 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 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 which is normally applicable on the item in question for the purpose of comparing their prices with other bidders.

(v) Any change in any duty/tax 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 paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the seller.

(b) **Sales Tax/ VAT/ Service Tax/ GST.**

(i) If it is desired by the Bidder to ask for Sales tax / VAT/Service Tax / GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

(ii) On the Bids quoting sales tax/ GST extra, the rate and the nature of



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Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

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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. Service provider in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. Payment Terms for Indigenous Sellers:-

(a) **General.** 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.

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

(c) **Performance Guarantee.** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

(d) **Payment Terms.** 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. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). Payment will be made as per following schedule: -

S. No.	Description	Payment Stage	Payment Details
(i)	Payment for 100 Mbps leased line subscription	1 st Quarter	Equated quarterly payment (Quarter I, II, III and IV) on completion of each quarter from the date of acceptance by WESEE post submission of bills completed in all respect subject to fulfilling terms and conditions of the contract
		2 nd Quarter	
		3 rd Quarter	
		4 th Quarter	

(e) **Paying Authority.** Controller of Defence Accounts (Navy/CG), West Block-5, Wing1, RK Puram, New Delhi - 110066. The payment of bills will be made through CDA (Navy/CG), New Delhi on submission of the following documents by the Seller to the Paying Authority along with the bill:-

- (i) Ink-signed copy of contingent bill / Seller's bill.
- (ii) Ink-signed copy of Commercial invoice / Seller's bill.
- (iii) Copy of Supply Order/Contract

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- (iv) Work Satisfaction certificate by the buyer
- (v) Guarantee / Warranty certificate.
- (vi) Performance Bank guarantee / Indemnity bond where applicable.
- (vii) DP extension letter with CFA's sanction, where required under delegation of powers, indicating whether extension is with/ without LD.
- (viii) 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).
- (ix) Any other document /certificate that may be provided for in the Supply Order/ Contract.
- (x) User Acceptance.
- (xi) Xerox copy of PBG.

2. **Option Clause.** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. **Repeat Order Clause.** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% services under the present contract within six months from the date of successful completion of this Supply Order/ Work Order, cost, terms & conditions remaining the same. It will be entirely the discretion of Buyer to place the Repeat order or not.

4. **Fall clause.** The following fall clause will form part of the contract placed on successful Bidder:-

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/ Organisation including the purchaser or any department of the Central government or any department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any department, of central Govt. or any department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

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- (i) Exports by the Seller.
- (ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
- (iii) Sale of goods such as drugs which have expiry dates.
- (iv) Sale of goods at lower price on or after the date of completion of sale/ placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. departments, including their undertakings excluding joint sector companies and/or private parties & bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – "We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a), (b) and (c) of sub-para (ii) above details of which are given below".

5. **Risk & Expense clause.**

(a) Should the stores or any installment 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 installment 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 installment 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 thereunder.

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(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."

6. **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.

7. **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.

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

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

10. **Franking clause.** The following Franking clause will form part of the contract

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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 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.”

11. **Warranty.** The service provider will provide support during the support period to address and remedy any fault/ deficiency (i.e. deviation from agreed project specification) observed during the operation for a period of **12 months** commencing from the date of successful acceptance at WESEE. The support has to be available onsite to ensure availability of connectivity at all times between the two locations.

(Handwritten signature)



PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria.** The broad guidelines for evaluation of bids 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. In cases where only Indian Bidders are competing, L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/ entry tax, etc on final product, as quoted by bidders.

(c) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, GST 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 Customs duty / Excise Duty / VAT/ GST etc 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 entreated after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT duty etc upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty/ Excise Duty/ VAT, it should be brought out clearly. Stipulations like, excise duty 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 excise duty 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 excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

(d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. 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 contract/ Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

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(f) Any other criteria as applicable to suit a particular case.

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 'B'**.

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COMPLIANCE MATRIX BY THE VENDOR

(It is mandatory to submit this compliance matrix, failing which the Buyer reserves the right to reject the bid submitted)

S. No	Check off list /Clause	Compliance	Yes/No
1.	RFP No, Title and Date of opening of bids mentioned at bid envelop		
2.	Commercial Bid is as per format mentioned at Para 2 of Part V of RFP		
3.	Para 7 Part I of RFP. Documentary proof of VAT/CST registration, TIN No or any other registration by any government organisation mandatory for executing the contract should be enclosed.	Self-attested documentary proof attached	
4.	Para 14 part I of RFP- EMD for amount Rs. 25,200/- of bid value enclosed	Documentary proof for EMD in form of BG, FD, DD etc attached	
5.	Vendor Registration Certificate Attached	If Answer to SI (4) above is 'NO'. Relevant Vendor Registration Certificate to be attached	
6.	Acceptance to all specifications Essential Details of Items/Services required as per Part II of RFP.	Please specify variations if any clearly in the bid.	
7.	Acceptance of Standard Conditions of RFP mentioned at Part III of RFP	Standard Conditions of RFP as contained in DPM 09 have been read and understood in all aspects, and acceptable, and there is no objection to including the same in the Supply Order/ Contract Agreement.	
8.	Acceptance of Special Conditions of RFP mentioned at Part IV of RFP	Special Conditions of RFP as contained in DPM 09 have been read and understood in all aspects, and acceptable, and there is no objection to including the same in the Supply Order/ Contract Agreement.	

Bidder's Office Stamp

Signature of Bidder

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COMMERCIAL BID

**RENEWAL OF 100 MBPS LEASED LINE (P2P) CONNECTIVITY BETWEEN WESEE,
WEST BLOCK V, RK PURAM AND WESEE ANNEXE, 6TH FLOOR, MTNL BUILDING,
BHIKAIJI CAMA PLACE FOR A PERIOD OF 12 MONTHS**

(In response to RFP no 61 dated 29 Mar 14)

1. **Rate of items.**

S. No	Product description	Price per quarter	Total Amount
(a)	Renewal of 100 Mbps leased line connectivity between WESEE, West Block-V, RK Puram and WESEE Annexe, 6 th floor, MTNL building, Bhikaiji Cama Place for a period of 12 months		

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

- (a) Is VAT/ GST extra? If Yes, then mention the following:
- (i) Total value on which VAT/ GST is leviable and Rate of VAT
 - (ii) Total value of VAT/ GST 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

