

**TENDER DOCUMENT  
FOR INTERNET LEASED LINE**



**The Marine Products Export Development Authority (Ministry  
of Commerce & Industry, Govt. of India)**

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## **NOTICE INVITING TENDER**

**EDP-INT/ILL/2/2021**

**25/11/2021**

The Marine Products Export Development Authority (MPEDA) invites online tenders from competent, legally & professionally eligible Internet Service Providers (ISPs) having relevant experience for installation and commissioning of INTERNET LEASED LINE under two bid system i.e. Technical bid and Price bid, for its Head Office at Panampilly Nagar, Kochi through the Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>). Tender document can be downloaded from the website of <http://eprocure.gov.in/eprocure/app> or <http://mpeda.gov.in>. Dead line for submission of bid is 1400 hrs on 16/12/2021. The bids are required to be uploaded in two separate parts i.e. Technical bid & financial bid. The Technical bid will be opened at 1530 hrs. on 20/12/2021 at the MPEDA Head Office at the address given above. The financial bids of bidders whose Technical bids get qualified would be opened at a later date.

(K S PRADEEP)  
Secretary

## Introduction

The Marine Products Exports Development Authority (MPEDA) (hereinafter referred as 'MPEDA') is a statutory body under the Ministry of Commerce and Industry, Government of India. MPEDA with its Head office at Panampilly Nagar, Kochi is entrusted with the primary task of promotion of export of Fish and Fishery products from India.

MPEDA invites bids under two bids system from Authorized Class A ISPs for 100 Mbps (1:1) Leased Line Internet connection on Fiber at MPEA Head office premises.

## Requirement and Specifications

Product	Quantity
100 Mbps (1:1) Leased Line Internet connection on Fibre Optic Link	1
IP Address	12

## Key Events and Dates:

Tender Notice No	EDP-INT/ILL/2/2021 Dt. 25/11/2021
Earnest Money Deposit EMD	Not Required. Instead 'Bid security Declaration' in the attached format is to be submitted.
Tender publishing Date	25/11/2021
Last date for clarification if any.	02/12/2021
Last date and time of online submission of (Technical & Commercial)	16/12/2021 1400 hrs
Date and time of opening of Technical Bids-Online	20/12/2021 1530 hrs.
Date and time of opening of Financial Bids-Online	Shall be intimated

## A. PRE-QUALIFICATION CRITERIA

**Eligibility Criteria:** The Internet Service Provider (ISP) should satisfy the below mentioned criteria and should submit valid documentary evidence for the below mentioned points

	Pre-qualification criteria	Documents to be uploaded in the technical bid
1	The bidder must be incorporated and registered in India under the Indian Companies Act 1956	Copy of Certificate of incorporation
2	The bidder must be Tier 1 National ISP and should have a valid category "A" ISP	Copy of Certificate

	license from Government of India.	
3	The bidder should have NLD and ILD License, issued by Govt. of India	Copy of certificates
4	The Bidder should have been making profit for the last three completed financial years.	Copy of Audited Profit and Loss Account Statement.
5	The Bidder must be a profit making company and have average annual Turnover of minimum INR 2.50 lakh during the last 3 financial years.	Certified copies of the audited annual accounts of previous 3 consecutive years.
6	The Bidder should have executed similar orders with State / Central Govt organisations /PSU or Banks during last 7 years a) The bidders should have successfully completed one similar works of 80%of estimated cost or above, ILL 1:1 , costing not less than Rs.5.60 lakh OR b) Two similar successfully completed works of 50%of estimated cost or above, ILL 1:1 costing not less than Rs.3.5 lakh OR c) Three similar successfully completed works of 40 % of estimated cost or above, ILL 1:1, costing not less than Rs.2.80 lakh	i. Copy of Work order(s) ii. Work completion / satisfactory report of Customers iii. Contact details of Customers
7	The Bidder should not be black listed by any Central Govt/State Government as of date of submission of tender.	Undertaking regarding this should be provided by the bidder
8	The Bidder must have its own valid PAN No	Document of proof
9	The Bidder must have valid GST registration	Documents of proof

Relevant documents supporting eligibility criteria are to be submitted along with the technical bid.

## **B. SCOPE OF WORK**

Scope of Work for 100 Mbps Internet Lease Line:

1. The leased line from category "A" ISP (license from Govt. of India) should only be commissioned.
2. 100 Mbps committed bandwidth at any point of the time.
3. Bidder should provide the tool to monitor the bandwidth / network performance
4. Bidder should not violate regulations as laid by Government of India / TRAI in respect of

such links / networks.

5. Installation of 100 Mbps internet leased line is the sole responsibility of the vendor.
6. The proposed link to be terminated at the UTM available at MPEDA HO first floor.
7. Bidder should be responsible for provisioning end-to-end solution.
8. The successful bidder should be prepared to complete the installation and providing the services within 6 weeks from the date of issue of the purchase order.
9. The Successful bidder should have Toll Free number for fault registering within India and should provide support on 365 x 24 x 7 basis.
10. The successful bidder has to sign a service Level Agreement with MPEDA.
11. The Successful bidder should provide all necessary equipment for connectivity, if any.
12. The Successful bidder has to provide onsite support, when required Successful bidder has to mention the Escalation procedure and matrix for customer complaints.
13. The Successful bidder has to ensure minimum 99.5% uptime per month for the connectivity.
14. Any fault in the internet connectivity will need to be resolved by the vendor as per the following schedule:
  - a. On failure of fiber Link should be activated immediately
  - b. Uptime Calculation: Uptime shall be calculated as  $(\text{Total Time} - \text{Down Time}) \times 100 / \text{Total Time}$ . Deduction in payment will be made for downtime in the quarterly bills raised by the ISP (service provider)
  - c. The response time for attending the faults will be 1 hour after reporting to the service provider. The service provider will rectify the faults within 12 hours failing which the vendor will arrange temporary replacements.
  - d. The services shall be provided 24 X 7 X365.
  - e. Downtime penalty in % on monthly basis
    - i. Actual Uptime  $\geq 99.5\%$  - No penalty
    - ii. Actual Uptime  $\geq 99$  to  $< 99.50\%$  - 2%
    - iii. Actual Uptime  $\geq 98.5$  to  $< 99\%$  - 5%
    - iv. Actual Uptime  $\geq 98$  to  $< 98.5\%$  - 7%
    - v. Actual Uptime  $\geq 95$  to  $< 98\%$  - 10%
    - vi. Actual Uptime  $\geq 90$  to  $< 95\%$  - 20%
    - vii. Actual Uptime  $< 90\%$  - 50%

### **C. SUBMISSION OF BIDS**

Bidders are advised to study the Bid document carefully. The bid along with the necessary documents should be submitted online through Central Public Procurement Portal (CPPP) website: <https://eprocure.gov.in/eprocure/app> (after log in to the portal using Digital Certificate) in two bid systems i.e. (i) technical bid and (ii) financial bid not later than the date and time specified in the Schedule. Prospective Bidders are advised to follow the instructions provided in the "General Instruction to Bidders" for e-submission of the bids online through CPPP for e-Procurement at <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Tender sent by any other mode will not be accepted. All bids must be accompanied with EMD declaration in the attached format.

#### **D. THE OTHER TERMS AND CONDITIONS OF EVALUATION CRITERIA ARE AS UNDER:**

1. The Tender Evaluation Committee may choose to conduct technical negotiation or discussion with any or all the Bidders. The decision of the Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final and binding on all the parties.
2. Any effort by a Bidder to influence the Tender Evaluation Committee's processing of Bids or award decisions may result in the rejection of the Bid.
3. Failure of the Bidder to agree with the Terms & Conditions of the RFP/work order shall constitute sufficient grounds for the annulment of the award of order, in which event the order may be awarded to the next most responsive bidder.
4. Please note:
  - a. There should be no mention of prices in any part of the bid other than the financial bids.
  - b. Unit prices for each component of the financial proposal should be mentioned. Any spelling mistakes or incomplete information furnished would invite for a disqualification of the bid
  - c. In the commercial bid if there is any discrepancy between the prices mentioned in figures and in words, the prices mentioned in words/figures whichever is lower will prevail.
  - d. Substantially Responsible Bids: A substantially responsive Bid is one, which conforms to all the requirements, terms, conditions and specifications of the Request for Proposal.

#### **E. AWARD OF ORDER**

1. The order will be awarded to the bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid.
2. The order will be for a period of 2 years initially and can be extended on year to year basis subject to mutual consent and continuous satisfactory performance.
3. MPEDA reserves the right to review the requirement before the expiry of 12 months depending upon the need for continuity, the performance of the ISP and extend the period further based on mutual consent.

#### **F. OBLIGATION OF THE AGENCY**

The successful bidder shall supply the uninterrupted 100 mbps (1:1) uncompressed and uninterrupted internet leased line and IP for use in MPEDA Head Office as per the requirements and specifications in this tender document.

#### **G. PAYMENT**

1. Bandwidth Charge: Annual Recurring (bandwidth) charges shall be payable on post quarterly basis at the end of the quarter after satisfactory delivery of services, for which the Service Provider will raise the bill at the end of each quarter.
2. Hardware Charges: All the hardware procured shall be maintained by the vendor at no

additional charge for the entirety of the operation of service.

3. Charge for Dedicated Lease Line: Vendor (ISP) will be required to provide the bandwidth over wired media (OFC). No additional charges will be paid for the leased line
4. Penalty if any, shall be deducted from the quarterly bills
5. No interest will be paid for delayed payments
6. Payments will be made after deducting TDS on Income tax; GST as applicable.

## H. TERMS AND CONDITIONS

1. The bidders will have to submit a Bid Security declaration in the attached format.
2. All entries in the tender form should be legible and filled clearly, if the space provided for furnishing is insufficient; a separate sheet duly signed by the authorized signatory may be scanned and uploaded. No correction in either the Technical Bids or Financial Bids is permitted.
3. Conditional bids shall not be considered and will be rejected summarily.
4. The Technical Bid shall be opened on the scheduled date and time 1530 hrs. on 13/12/2021 in MPEDA HO.
5. The Financial Bids of only those bidders who qualify in the technical bid will be opened after evaluation by the Committee constituted for the purpose.
6. Tender document should be signed on all the pages by the Authorized signatory along with seal of the firm.
7. No bidding firm will be allowed to withdraw its bids after technical bids have been opened.
8. The Secretary MPEDA reserves the right to reject any or all the tenders submitted by the bidders at any time or relax/withdraw/ add any of the terms and conditions contained in the Tender Documents without assigning any reason thereof.
9. The tender documents can be downloaded from the website <https://eprocure.gov.in/eprocure/app> and also from the MPEDA website:- <https://mpeda.gov.in>.
10. Any subsequent Updates, Addendums, Corrigendum etc., if any will be published only on the website <http://eprocure.gov.in/eprocure/app> and/or <https://mpeda.gov.in>.
11. All bidders are required to regularly check the MPEDA website:- <https://mpeda.gov.in> and e-procurement portal <https://eprocure.gov.in/eprocure/app> for any updates.
12. The bidders have to meet the expense for their visit to MPEDA for any purpose. No TA/DA will be provided.
13. All cases/proceedings relating to any dispute or claim arising out of or any case of performance of this contract shall be falling in proper court having jurisdiction in Ernakulam, Kerala.
14. In the event, the ISP's company or concerned division of the company is taken over/bought over by another company, all the obligations under the agreement with MPEDA shall be passed on to the new company/division for compliance by the new company.
15. The tenderer should strictly ensure **Covid 19 protocol** in work place. OMs/Guidelines issued by Local Body/State/Central Government may be followed by the Contractors/representatives/labourers etc.,

## **I. LIQUIDATED DAMAGES FOR DELAY**

If the Internet Service provider fails to complete the execution of works or any section by the time for completion, within the relevant time prescribed, then the ISP shall pay liquidated damages to MPEDA at the rate of the 0.5 % of order value for per week of delay or part thereof subject to maximum of 5% of the order value. MPEDA may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the contract.

## **J. INDEMNITY**

The bidder shall indemnify and keep indemnified MPEDA against all losses and claims for injuries and damages to any person or property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, costs, changes, expenses whatsoever in respect thereof in relation thereto.

## **K. RIGHT TO TERMINATION**

1. In case, the service provider does not provide the service of internet connectivity to MPEDA HO/ fulfill the requirement satisfactorily as per the requirements MPEDA or / and as per the Schedule of Requirements.
2. In case, the service provider goes bankrupt and becomes insolvent
3. In case breach of any terms and conditions of the tender document by the service provider, MPEDA shall have the right to cancel the order without assigning any reasons thereof.



## Annexure-1

### Technical Bid Format

1. Name and address of the Bidding Firm:
2. Name of Proprietor/Director:
3. Contact No and e-mail:
4. GST Number:
5. PAN Number:
6. Time required for installation and commissioning of Leased line from the date of issue of purchase order (days) :
7. Details of execution of similar work:

Project Name, if any	Name of the Client	Bandwidth	Client's Contact details (email & mob)

8. Documents attached

	Description	Yes / No
i.	Self attested Copy of Registration Certificate	
ii.	Self attested Copy of GST	
iii.	Self attested Copy of PAN	
iv.	i. Self attested Copy of Work order(s) ii. Self attested copy of Work completion / satisfactory report(s) of Customers iii. Contact details of Customers	i. ii. iii
v.	Bid Security declaration form	
vi.	Letter from Chartered Accountant / Auditor of the organization confirming that the organization is a profit making company and has average annual turnover of minimum INR 2.50 lakh during the last 3 financial years.	
vii.	Complete set of Tender document duly signed by the Bidder or his authorized signatory	
viii.	Copy of Audited Profit and Loss Account Statement.	
ix.	Document proof of Tier 1 National ISP and valid registration/agreement as category "A" ISP license holder with Dept. Of Telecommunications, Government of India.	
x.	Self attested Copy of NLD, ILD Licenses, issued by Govt. of India	
xi.	Undertaking that the bidder is not black listed by any Central Govt/State Government as of date of submission of tender.	

Signature & Company Seal

Date:

Name & Designation

**Annexure-2**

**Financial Bid Format \***

**In Rs.**

Sl No	DESCRIPTION	Annual Charges	GST	Total
1	100 Mbps (1:1, uncompressed and unshared) Leased Line Internet connection on Fibre Optic Link and 12 IP address			
2	Installation charges or one time charges, if any			
	Total			

**\* The bidders are required to submit the rates in BOQ online in a similar format in CPP portal.**

**Bid Securing Declaration Form**

Tender No. \_\_\_\_\_  
To \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

I/We, on behalf of M/s \_\_\_\_\_ 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.

I/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.

Signature with stamp

(signature of person whose name and capacity are shown)

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

Name: \_\_\_\_\_

Dated on \_\_\_\_\_ Day of \_\_\_\_\_ (date of signing)