

Tender For Selection of Agency for Providing,
Installation, Testing, Commissioning and
Maintenance of Managed MPLS L3 VPN
Connectivity at Various Locations under Madhya
Pradesh Trade and Investment Promotion
Facilitation Corporation

Notice Inviting Tender (NIT): [//MP TRIFAC/2018](#)

1. Disclaimer

All information contained in this **Request for Proposal (RFP)** provided is in the good interest and faith. This is neither an agreement and nor an offer/invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the presentation of this RFP document, the interested bidders shall satisfy themselves that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied that the RFP document is complete in all respects.

MP Trade and Investment Facilitation Corporation reserve the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. **MP TRIFAC** also reserves right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFP. **MPTRIFAC** reserves the right to change/ modify/ amend any or all of the provisions of this RFP document without assigning any reason. Any such change would be communicated to the bidders by posting it on the website of MPTRIFAC (<http://www.mptrifac.org/>) Neither **MPTRIFAC** nor their employees and associates will have any liability to any prospective bidder interested to apply or any other person under the law of contract to the principles or resolution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of **MPTRIFAC** or their employees and Prime Bidder/ Consortiums or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any Bidder as part of RFP process is confidential to **MPTRIFAC** and shall not be used by the Bidder for any other purpose, distributed to, or shared with any other person or organization.

2. Abbreviations

| Abbreviation | Description |
|--------------|--------------------------------------------------------------|
| EMD | Earnest Money Deposit |
| FY | Financial Year |
| LoI | Letter of Intent |
| MPTRIFAC | Madhya Pradesh Trade and Investment Facilitation Corporation |

| | |
|-------------|-------------------------------|
| MIS | Management Information System |
| MoU | Memorandum of Understanding |
| NIT | Notice Inviting Tender |
| PQ | Pre-Qualification |
| RFP | Request for Proposal |
| SLA | Service Level Agreement |
| SP | Service Provider |
| SPOC | Single Point of Contact. |
| MPLS | Multiprotocol Label Switching |
| VLAN | Virtual Local Area Network |
| VPN | Virtual Private Network |

3. Request for Proposal

Sealed bids are invited from eligible, reputed, qualified bidders with sound technical and financial capabilities, as detailed out in the Scope of Work under this RFP Document.

The intent of this (Request for Proposal)RFP is to invite proposals from the Agencies/Companies (also referred to as bidders) to enable the MP TRIFACfor Tender for Selection of Agency for Providing, Installation, Testing, Commissioning and Maintenance of Managed MPLS L3 VPN Connectivity at Various Locations under MPTRIFAC.

3.1. Fact Sheet

| S.No. | Items/Events | Description |
|-------|------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a) | Cost of Bid document | INR 5400 (non-refundable, inclusive of GST) to be paid online |
| b) | Earnest Money Deposit | INR 2,00,000.00/- (Two Lacs Only) to be paid Online |
| c) | Sale of Bid Document | Can be downloaded from the websites, https://www.mpeproc.gov.in/ , www.mptrifac.org from Date 06/11/2018 |
| d) | Last date & time for Purchase of Tender | Date : 29/11/2018 up-to 3:00 PM |
| e) | Date & Time for Pre-Bid Meeting | Date : 16/11/2018 Time 03:00 PM Place : MP TRIFAC,CEDMAP BHAWAN, 16-A, Arera Hills Bhopal - 462001 (Madhya Pradesh) |
| f) | Online Bid Submission Last Date (EMD, Financial Bid) | Date : 29/11/2018, up-to 3:30 PM |

| S.No. | Items/Events | Description |
|-------|-----------------------|----------------------------------|
| g) | Financial Bid Opening | Date : 29/11/2018, up-to 4:00 PM |

3.2. Pre-Bid Meeting

MP TRIFAC will host a pre-bid meeting as per the schedule given in this RFP to provide clarifications sought by the bidders.

Bidders are permitted to submit their queries through e-mails to MP TRIFAC in Format 4 at least two days before the date and time of pre bid meeting.

*Any future Corrigendum/Information/Reply to Pre-bid Queries shall be posted only on website <http://www.mpeproc.gov.in>

3.3. Structure of the RFP

This RFP is meant to invite proposals from interested bidders (Service providers) capable of delivering the services described herein. This Request for Proposal document consists of five Sections viz:

Section I: Introduction to MPTRIFAC

Section II: Proposal Preparation

Section III: Proposal Submission

Section IV: Bid Evaluation Criteria

Section V: Contract Finalization and Award

4. Introduction to MP TRIFAC

MP TRIFAC is Nodal Agency for Investment in the State. It is largely responsible for providing facilitation, Infrastructure, Incentives and hand holding services to investor in State. The IT related activities which are being carried out here are Integrated Investor Lifecycle Management System, PMO's Project Monitoring Group (Central/State portal), Intention to Invest (Single Window) etc.

As a step towards e-governance, MPTRIFAC desires to develop a new comprehensive system for all of its business processes and functional units which will eventually cut down time taken by manual processes thus enabling optimized resource utilization.

This tender is being floated to hire an agency to establish MPLS network connectivity, as per the details listed out in this document.

4.1. Objectives of the Project

The main objectives are:

Supply, Installation, Testing, Commissioning, Operation and Maintenance of Managed MPLS L3 VPN Connectivity for 3 years at various office locations under Madhya Pradesh Trade and Investment Promotion Facilitation Corporation.

5. Proposal Preparation

Bidder is expected to examine all instructions, forms, terms and requirements in the RFP document and prepare the proposal accordingly. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect may result in the rejection of proposal.

The proposals should be submitted to MP TRIFAC in three parts as mentioned in the following sections:-

5.1. Tender Document Cost and Earnest Money Deposit

Tender Document Fees and e-procurement processing Fees (non-transferable & non-refundable) must be paid online at e-procurement portal (<http://www.mpeproc.gov.in>).

EMD must be paid online at e-procurement portal (<http://www.mpeproc.gov.in>).

5.2. Pre-Qualification (PQ)

Following documents shall be a part of PQ Proposals:-

1. Bid Form on the bidder's letter-head as per Format 1: Bid Form
2. A duly notarized Power-of-Attorney/ Board Resolution granting the person signing the proposal the right to bind the bidder and bidders registered address including person's name/designation, email, phone, fax and mobile number for official correspondence.
3. Bidder/Company Profile as per Format 2: Bidder's Profile
4. Certificate of Incorporation if any or relevant registration documents.
5. Audited annual financial results (balance sheet and profit & loss statements) of the bidder for the last three financial years (FY 15-16,16-17,17-18)
6. Undertaking for not being blacklisted by any State / Central Govt. by the bidder, as per Format 3: Declaration Regarding Clean Track
7. Permanent Account Number (PAN) from Income Tax authorities of bidder along with certified photocopy
8. GST Details of bidder

9. Other documents as mentioned in the Pre-Qualification Criteria section of this document.
10. The team composition, including SPOC, as proposed by the bidder shall be specified clearly in the bid.

5.3. Commercial Proposal

The Commercial Proposal should be submitted as per Format 6: Commercial Bid Format.

6. Proposal Submission

The bidder would be responsible for registration on the e-procurement portal (www.mpeproc.gov.in) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline as provided on the website.

The proposals submitted should have all pages numbered. It should also have an index giving page wise information of documents. Proposal that are incomplete or not in prescribed format will be summarily rejected.

The Bidder shall submit the proposals online as described below-

Pre-qualification– Scanned copy in PDF file format, signed on each page & comprising of maximum of 3 volumes (if required), with file name clearly mentioning: “**Pre-Qualification for RFP part-1/2/3**”

Commercial Proposal –“Format 6: Commercial Bid” in excel format, with file name clearly mentioned.

Prices should not be indicated in the Pre-Qualification. If found bids are liable to be rejected.

In case of discrepancy between amount given in words and figures, the details given in words shall prevail. Amount should be in INR only.

All the columns of the quotation form shall be duly, properly and exhaustively filled in. The rates and units shall not be overwritten. Rates shall always be both in the figures and words.

The Bidder is allowed to submit only one proposal against this RFP. The bidder has to submit the complete proposal not in part or for particular quantum of work, such proposal will automatically be disqualified without any intimation to bidder. References of on-going Proposals will be not considered. Documents in support of eligibility must be enclosed with the tender. Offers without satisfying eligibility conditions will be out rightly rejected and no correspondence in this regard will be entertained.

7. Bid Evaluation Criteria

7.1. Pre-Qualification Criteria

1. The following qualifying requirement must be met by the sole bidder:
 - The bidding firm should be the Indian corporation/company registered in India as per Indian Companies Act1956.

- The bidding firm should be a leading telecom service provider having UASL license.
 - The bidding firm should have a long distance services (NLD)/VPN license in the country or USL in the state of Madhya Pradesh. Bidder’s license must be valid for entire contract period.
2. The following qualifying requirement must be met by the bidder:

List of locations given in Annexure-I.

- Only those bidders shall be eligible who had successfully delivered 100% links as per the contract awarded to them in the past three years (preferably in Madhya Pradesh).
 - Only those bidders shall be eligible who had provided an uptime of 99% or near enough ($\approx 99\%$) during the entire period of contract. (Preferably in Madhya Pradesh).
 - The bidders should have network support for 2G, 3G and 4G services (Madhya Pradesh).
 - The bidder shall submit details of their owned BTS/PoPs in the State of Madhya Pradesh .
 - The bidder shall submit details of total active Optical Fiber Cable, RF available with them at the time of bid submission.
3. Bidder’s own Centralized Help Desk (24 x 7 support) with Toll free number. (Detailed write-up to be submitted)
4. The Bidder should have Network Operating Centre Infrastructure for proactive monitoring of network. (Proof: submit capability details of NOC along with address)
5. The bidder should have team of Qualified and Certified Engineers (e.g. CCIEs, CCNPs and CCNAs

| S.No | Media for Network Connectivity | % of Location for providing different type of connectivity |
|------|--------------------------------|------------------------------------------------------------|
| 1 | OFC (Optical fiber Cable) | 90% to 100% |

certified

engineers) to monitor and maintaining network.

6. The bidder shall have support centres in Madhya Pradesh. Bidder should provide the SPOC details against each specified location.
7. The Bidder should have turnover of at-least 50 Crore in last three financial years. A copy of last three financial years’ relevant audited balance sheet should be submitted with the offer.

7.2. Commercial Evaluation Criteria

The commercial bid has to be provided based on the format provided in the RFP.

After the 3 year contract period, the contract can be further extend for a period of 24 month, at a maximum increment of 10% on the agreed rates on similar terms and condition, on a mutually agreeable basis.

7.3. Overall Evaluation Criteria

The Bids received will be evaluated using Bid Evaluation Process. Contract shall be awarded to the Bidder whose Proposal offers Lowest Prices for bandwidth. However in the circumstances under which the L1 bidder will failed to deliver the service(s), work (for undelivered location or where the L1 bidder failed to deliver the services satisfactorily) will be awarded to L2 bidder on agreeable rates of L1 bidder. In case L2 bidder rejects to provide the services, Company may its own discretion place the order to any of qualified bidder on L1 rates.

7.4. Bid Evaluation Committee

The bid evaluation committee constituted by MP TRIFAC shall evaluate the bids. This may involve the representations from field and/or other department's experts. The decision of the bid evaluation committee in the evaluation of the Commercial bids shall be final.

7.5. Pre-Qualification Evaluation

Pre - qualification bid documentation shall be evaluated as under:

The evaluation committee will check if the bidder has deposited the EMD along with the Proposal and the same are found to be in order.

The documentation furnished by the bidder will be examined prima facie to see if the agency's capacity, skill base and other Bidder attributes as claimed therein are consistent with the needs of this project.

MP TRIFAC may ask bidder(s) for additional information, and/or arrange discussions with their professional, technical resource to verify claims made in bid documentation. If the bidder fails to submit the additional supporting documents, the bid shall be rejected

7.6. Commercial Evaluation

Bid evaluation committee will evaluate and compare the bids determined to be substantially responsive. It is bid evaluation committee's intent to select the proposal that is most responsive to the project needs and each proposal will be evaluated using the criteria and process outlined in this section.

Only the commercial bids of those bidders qualified in the pre-qualification shall be opened. Commercial bids of the non-responsive bidders will not be opened.

The evaluation shall be strictly based on the information and supporting documents provided by the bidders. It is the responsibility of the bidders to provide all supporting documents as listed in forms necessary to fulfil the mandatory eligibility criteria.

The Price Score of the bidder will be determined by the Committee, which will be used for overall evaluation.

8. Contract Finalization and Award Criteria

8.1. Issuance of Lol

MP TRIFAC shall notify the selected bidder, through a Letter of Intent (LoI), that its bid has been accepted. The letter of intent will be accompanied by the proforma for contract, incorporating all agreements between the parties.

After issuance of LOI if the successful bidder denies to accept the LOI or execute the project, the EMD will be forfeited and bidder will be blacklisted.

8.2. Signing of Contract

Within 15 days of receipt of the LoI, the successful Bidder shall sign and date the contract and return it to MP TRIFAC.

The selected bidder will initiate the execution of the work as specified in the agreement.

9. Scope of Work

Supply, Installation, Testing, Commissioning, Operation and Maintenance of Managed MPLS L3 VPN Connectivity for 3 years at various office locations under Madhya Pradesh Trade and Investment Promotion Facilitation Corporation.

1. This bid has been issued with intent to connect Corporate Office as Control Centre, and all other offices of Corporation using MPLS L3 VPN connectivity and Internet lease line as per Bandwidth break-up given in Annexure-I.
2. The details of work included in scope of contract are indicated hereunder-

i. Essence of the Scope

The bidder shall provide required links in ratio as mentioned in below table:

| S. No. | Media for network connectivity | % of location for providing different type of connectivity |
|--------|--------------------------------|------------------------------------------------------------|
| 1 | OFC (Optical Fibre Cable) | 90 % to 100 % |

List of locations given in Annexure-I

The bidder shall submit an undertaking to this effect as per Annexure – III. If there is a delay in providing the links as per delivery schedule penalty shall be inflicted upon the bidder as per penalty clause. If this delay extends beyond the specified period for link commissioning, it will be assumed as the failure of bidder to provide the link(s). In case of failure to provide link(s), heavy penalty along with the recovery of liquidated damages shall be imposed on the bidder and shall be deducted from the bills of the bidder without any further notice. The decision of the Corporation shall be final and binding and bidder will not have any right to represent against such instances. The important points to be followed are briefed below

1. Minimum MPLS L3 VPN bandwidth for any location has been fixed as 2 Mbps.
2. Acceptable media for delivery of bandwidth shall be Optical Fibre in above mentioned locations.
3. Routers, Mux Rack and Switch required shall be provided by the service provider.
4. The Service Provider shall splice OFC using rack mountable Light Interface Unit (LIU) and provide single mode optical fibre one SC-SC and one SC-LC patch cord of 3 meter length each.
5. The termination will be provided through media convertor which shall be provided by the service provider. Some redundant media converter also needs to be provided by successful bidder to maintain no downtime due to failure of media converter.
6. If the Company plans to change Ethernet drop to SFP port then the service provide shall extend all necessary support to provide bandwidth at SFP port.
7. If connectivity is provided on wireless media, then service provider shall use license free band frequency 2.4 /5.8 GHz. There should not be any interference with frequency of other service provider.
8. All statutory permissions required for laying OFC shall be managed by service provider.
9. The last mile fibre/wireless shall be dedicated to TRIFAC locations only. Service provider will not connect any other client on the fibre provided for TRIFAC locations.
10. The last mile devices shall be owned, managed and maintained by the service provider only.
11. The PoP from where last mile fibre shall radiate will have backhaul on OFC only and must be owned/leased by the service provider.
12. End to End testing shall be done jointly by team of MP TRIFAC, DFE & service provider.
13. Service Provider shall provide given number of Static IPs. (With ILL).

ii. Feasibility Study

The bidder shall carry out required feasibility study for availability of network at all locations enlisted in Annexure-I before submission of bid. If at any or some of location(s) bidder's network presence is not available then they can make arrangements to provide links at those locations through own optical fibre. The authenticated feasibility report summary shall be prepared and submitted with 100% feasible locations at the time of bid to assess the eligibility of the bidder for the proposed contract.

iii. INFRASTRUCTURE DEVELOPMENT–

1. After award of the Contract and fulfilment of other formalities, the selected service provider can initiate the work in constant consultation with the concerned Consignee. The selected service provider shall respect and complete the commissioning of links as per Delivery schedule.
2. The selected bidder shall make all the arrangements necessary for laying of OFC, wherever network link is to be provided.
3. All statutory permissions required at the site or building wherever necessary shall be arranged by the service provider.
4. If any construction and installation work is require to be carried out by the service provider within MP TRIFAC premises. The same shall be done under supervision of Civil wing/Concerned Office. The works shall be carried out in such a way so as not to endanger the stability of the structure and make all necessary arrangements to ensure water proofing arrangements at the place of installation.
5. All outdoor devices and cable shall be waterproof. The service provider shall make necessary arrangements for preventing entry of moisture into outdoor device or cable and also make arrangements to prevent entry of water through or along the cable to the indoor devices. If due to this reason link goes down the same shall be treated as downtime. If any of the Company network devices renders faulty due to this reason the total cost of the Company device (router etc.) shall be recovered from the service provider from the payable dues of the service provider. It would be preferred to encase the outdoor cable compliant to industry cabling standards to

protect it by environmental conditions.
6. All indoor cable shall be laid strictly in accordance with the structured cabling norms using proper encasing material, junction box, bends, flexible pipes etc. None of the cable shall be exposed. The service provider shall leave the cabling work in place after completion of contract.

7. Defacing of walls done as a result of drilling, fixing of cable etc. shall be made good by the service provider. If such cases are brought to the notice of the Company, further payments shall be put to hold till rectification work is properly completed.
8. If infrastructure is not developed as per the specifications given above, the service provider shall not be payable any amount towards the commissioning of link at that locations till the specifications are matched.

iv. PROVISIONING, COMMISSIONING OF LINKS–

1. The service provider shall supply MPLS L3 VPN bandwidth and operate the Network for MP TRIFAC with connectivity through Optical Fibre for backbone and last mile connectivity at the locations as given in Annexure-I.
2. ISP internal route must be in ring architecture, so if one route fails we can have connectivity through other route.
3. The service provider shall provide necessary support to MP TRIFAC network team for integration of other networks whenever required.
4. The service provider shall maintain the entire network connectivity including all hardware and bandwidth supplied by the service provider for the contract period at all Company locations specified in Annexure-I including Control Centre, so that, all the requirements of SLA are fulfilled.
5. Routers/switches along with underlying LAN shall be available at each site. The Router and switches at all locations will be provided by the service provider. All the hardware including panel, MUX, WAN devices, OFC terminating equipment, etc. required for connecting all the sites have to be provided by the service provider. The Service Provider shall terminate the link at the designated router by providing drop through compatible SFP/Ethernet module provided by the MP TRIFAC whenever required.
6. After commissioning of link Installation Report in the format prescribed shall be prepared, signed and sealed by the representative of Service Provider, and the consignee. The installation report shall be prepared during commissioning of link explaining each step to the representative of MP TRIFAC. Supporting documents in the form of screen shots indicating IP address of the machine on which testing has been performed, output of ping command giving latency, system date and time, MP TRIFAC application form, internet screens etc. should be attached duly signed by the representatives of both sides.

v. TESTING OF LINKS–

1. Following the commissioning of the link, the service provider shall assure themselves of availability of network and the proper bandwidth at the site before asking for testing of links in the presence of Company officials. Before submitting request for testing the service provider

shall ensure that the link is configured in the network monitoring system. If the link is not available at Network Monitoring System the testing of link shall not be carried out by the Company officials. During E2E testing, following shall be tested –

- Logical and physical E2E testing of link shall be done by the DFE and MP TRIFAC jointly.
- E2E testing shall be done at router / desktop PC at the location.
- Connectivity of location with MP TRIFAC Control Centre using basic pin command.
- Accessibility of MP TRIFAC Control Centre network from the location.
- Checking latency and connectivity with MP TRIFAC Control Centre giving byte load to basic ping command.
- Checking availability of ordered bandwidth through router using relevant commands.
- Various reports like link utilization, packet drop, errors, jitter etc. for the link under testing shall be taken from the Network Monitoring System during the testing session. The same need to be submitted to network team of MP TRIFAC for validation.
- Checking the response time of various modules/applications running under projects by the MP TRIFAC team.
- Each network connectivity is capable to carry data, voice, and video and internet traffic. During testing the service provider shall demonstrate link utilization giving bandwidth consumed by MPLS and internet separately.

vi. ACTIVATION DATE–

1. Upon successful testing of the link as per Service Level Agreement (SLA), and inclusion of the link in Network Monitoring System, the Link Acceptance Certificate (LAC) shall be issued by the Consignee. The date of successful testing of link after inclusion of link in Network Monitoring System shall be the Activation Date of link and shall be used as reference and for billing purpose. The successful testing implies success of all tests as given under the clause “Testing of Links”.

2. To ease the billing process Activation dates shall be either fifteenth day of the month or last day of the month depending on the Link Acceptance Certificate issue date as per following table–

| S. No | Link Acceptance Certificate Issue Date | Activation Date |
|--------------|----------------------------------------------------------|-------------------------------|
| 1 | Between 1 st to 15 th of the month | 16 th of the month |
| 2 | Between 16 th to Last of the month | First day of the next month |

vii. TRAINING–

1. The service provider shall provide the administrative level training and user level training in order to enable the Company staff to be capable of general trouble shooting of the related equipment's and associated software. Each training shall be imparted to selected users belonging to the Company. Training on following points may be emphasized for users–
 - Overview of networking solution,
 - MPLS
 - IPv4 and IPV6 Network
 - Security Help desk services, Incident and Problem management processes. (specific to the MP TRIFAC)
2. Complete overview of the network architecture shall be given to each type of user with systematic action plan to be followed when link goes down. Specific exposure shall be given regarding complaint logging and redressal system provided by the service provider including opening of fault ticket, keeping track of the complaint, complaint closure intimation, downtime calculations, responsibilities of various agencies involved etc.
3. Administrative users shall in addition be given training to obtain a command over monitoring and reporting activities using network monitoring system provided by the service provider.

viii. CO-ORDINATION AND LIAISONING –

1. The service provider shall co-ordinate with the Company officials as per the list provided with the award of the contract. Apart from the Company officials the service provider shall also co-ordinate with network resources of MP TRIFAC and other projects.
2. The service provider will nominate a SPOC and depute at MP TRIFAC at the time of commissioning. After commissioning service provider need to provide SPOC details for each town. If required, they also have to facilitate one person who is deputed in MP TRIFAC for troubleshooting.
3. The service provider will depute 2 dedicated resources in MP TRIFAC CC for resolving day to day issues of down links.

ix. DELIVERABLE TOOLS

1. The service provider shall provide the Network Monitoring System to MP TRIFAC team with proper credentials. Any customization or configuration required by the Company shall be applied and provided.
2. The service provider shall have to provide the detailed network diagram incorporating all the locations mentioned in the Annexure-I. If any change takes place in the network the service provider shall have to provide the revised network map within 15 days of any change.
3. Web based Complaint Management System with facility to monitor status of fault tickets generated, call reports, various MIS as per Company requirements for all the sites.

x. Other requirement –

1. Provide uninterrupted services for MPLS and Internet during the entire contract period for all the links in the Annexure-I with onsite support at MP TRIFAC Control Centre.
2. Monitor and manage all links for strict compliance in line with the service level agreement (SLA) specifications.
3. Provide dedicated internet leased line bandwidth in 1:1 mode with static IPs with each Internet Leased Line terminated at the MP TRIFAC Control Centre as specified in Annexure-I.
4. End to end Quality of Service (QoS) and Class of Service (CoS) shall be ensured to meet the SLA.

xi. Network Monitoring Tool requirement–

1. The service provider will provide the Networking monitoring tool with characteristics not limited to as given under -

- The monitoring system should work on real time basis.
- It should support the entire network monitoring protocols.
- It should generate latency reports, utilization reports, circuit error reports, packet drop reports, uptime reports, jitter report etc.
- All the details should be available through a user friendly Dashboard.
- The detailed scrutiny reports should also be accessible.
- Link status (link down and link up) should be intimated through SMS and email services.

9.1. Acceptance Criteria

MP TRIFAC will accept the commissioning only after verification of all scope mentioned above along with validation of link connectivity.

The specifications detailed out above are **indicative**. The bidder shall confirm to **equivalent** or **better specifications**.

1. Acceptance test shall be conducted by the service provider at the site in the presence of the team of MPTRIFAC. The tests will check for trouble-free operation of the complete system for ten consecutive days apart from physical verification and testing. There shall not be any additional charges payable by Purchaser for carrying out this acceptance test. Purchaser will take over the system on successful completion of the above acceptance test. The Service provider shall submit successful acceptance test completion report for each site duly signed by Purchaser officials of the respective locations. As per this acceptance report the work completion report shall be issued and billing period shall start from the date of acceptance of the successful link.
2. For each location following reports shall be submitted by the service provider for 10 days duration of Acceptance test–
 1. Uptime report
 2. Link utilization report giving bandwidth uses for MPLS and
 3. internet traffic
 4. Error report
 5. Complaint Status Report.
3. Acceptance test shall not exonerate the Service Provider from the responsibility of periodical testing of link at site or when desired by the Purchaser. The service provider shall arrange to submit screen shots indicating availability of ordered bandwidth with time stamp as and when required by the Company.

4. In case of non-Submission of acceptance test reports as above, the Office-in-Charge of the work may withhold the payment until the requirement is fulfilled.

9.2. Service level Requirements (SLR)

1. Parameters for Service Level Agreements & compliance. The Bidder will ensure meeting of following SLA parameters and will enter into an agreement with MP TRIFAC on SLA parameters indicated below.

The following section reflects the measurements to be used to track and report systems performance on a regular basis. The targets shown in the following tables are for the period of contact or its revision whichever is later. Uptime– Minimum monthly network uptime requirement shall be 99%.

The percentage uptime shall be measured on monthly basis as follows:

$$\text{Total Uptime (in \%)} = ((A - B) \times 100 / A)$$

Where, A = Total No of available Network hours in the month

B = Total Outage hours in the month

The Uptime shall be calculated monthly whereas the invoices shall be raised quarterly. The penalty for downtime shall be worked out on monthly basis and sum total of penalty amount (if any) for three months of the quarter shall be deducted from the quarterly Bandwidth charges raised through invoice.

2. Helpdesk

Bidder should provide a 24 x 7 x 365 basis help desk facility (preferably accessible through a toll free number). All offices would report the problem to this help desk giving details of the problem. The facility should provide for comprehensive problem notification and escalation. A weekly report on complaints reported, when it was solved, reasons for failure etc. be provided to the Company. This helpdesk shall coordinate with the field engineers of the Service Provider deployed at various locations to track and resolve the link related issues.

3. Technical Support Team

Apart from field engineers deployed at various locations, the Service Provider shall also provide dedicated technical support team at Bhopal and Gwalior to immediately respond to support required in case of poor link performance or link failure. The MPTRIFAC shall provide necessary space for the technical support team in their office.

4. Coordination with MPTRIFAC

The Service Provider shall deploy full time Coordinator at the designated office at Bhopal, and Indore town separately who shall keep up to date record of status of connectivity at various locations and

provide support to the Office In-Charge of the contract by providing them necessary updates / Information as and when required.

5. Proactive monitoring

The Service Provider shall undertake proactive monitoring of the network for reduced downtime for all offices. Redundant links provided by the service provider shall be actively monitored by service provider.

In case of downtime at any of such locations Service Provider itself shall log the complaint without waiting for the intimation from the affected office. If at these locations Service Provider fails to provide Proactive

Monitoring, the downtime period as informed by the affected office shall be deemed as final without prejudice.

6. Availability of Ordered Bandwidth-

The Service Provider shall ensure availability of ordered bandwidth at each office location all the time. While assessing the availability of bandwidth, a tolerance of ±5% shall be taken into consideration. In case of report of availability of lesser bandwidth at any location suitable penalty shall be imposed on service provider.

7. Quality parameters-

Packet Loss– “Packet Loss” refers to the percentage of packets lost over a period of Time over a network segment. The Packet Loss should not be more than 1% at all levels.

Latency–“Latency” refers to the average time required for round-trip packet transfer between two end points on the network. The Latency from any remote office location to Data Centre should not be more than 30 Millisecond.

Jitter–“Jitter” is calculated as the variance of the round-trip delay measurement by sending out multiple packets over a network segment with equal time spacing between each interval. The end to end Jitter should be less than 15 millisecond.

Initial Response Time and Issue Resolution Time–In case of call log regarding issue in the network link the initial response time and issue resolution time taken by the service provider to resolve the issue shall be reported by the service provider. The service provider shall meet the initial response time and issue resolution time as per details given below–

| S.No. | Initial Response Time and Issue Resolution Time | Level-1 and Level-2 | Level-3 |
|-------|-------------------------------------------------|---------------------|---------|
| 1 | Initial Response Time | 30 Min | 2 Hour |
| 2 | Issue Resolution | 1 Hour | 4 Hour |

8. Calculation of downtime–

Downtime of a link shall be calculated based on the data collected by monitoring tools. Following principles apply for the calculation of the downtime.

i. Output port of the Terminal End Equipment at the remote offices will be monitored by the Bandwidth Service Provider for the purpose of uptime / downtime of the link.

ii. A link shall be down when a “Ping” test to the remote offices fails due to the link failure or failure of the Terminal End Equipment which are supplied by the Bandwidth Service Provider.

iii. Downtime with regards to quality of the link as mentioned above will be calculated as follows:

a. In case any of the quality parameters breaches the prescribed limits, alerts will be generated by the NMS of the Bandwidth Service Provider or through “trouble ticket” generated by the Bandwidth Service Provider NMS or Call Centre arrangement and shall be intimated to the Company.

b. Start of the downtime will be the time the alerts or any call is registered as mentioned above.

c. Polling will be done for all the above performance parameters at the interval of 5 minutes to check the compliance with the minimum performance requirements (as mentioned above).

d. The link will be considered down till the performance parameters are within the minimum performance requirements specified in section above.

iv. All the downtimes shall be added together for each link every month to arrive at the downtime for that particular link for that month.

9. General Conditions

1. Annual action plan with all concerned activity break up is to be submitted by the agency within 20 days of signing of agreement.
2. Payment will be released on submission of bills after verification and evaluation of work done.
3. Survey, Data plotting, must be completed within 12 months from the date of contract signing. Detailed breakup would be provided to the successful bidder
4. Successful bidder or its representative should be available for discussions, presentation, meetings as per the requirement of MPRIFAC.
5. All documents will sign off by MP TRFAC’s authorized representative.

9.2.1. Penalties

1. For delay/non-execution in commissioning/shifting of Bandwidth– In case of delay/non-execution in commissioning/shifting of link beyond the given implementation period, the period of delay (the time period between actual date and scheduled date of commissioning/shifting of the link) shall be tantamount to non-availability of services and regarded as 100% downtime. Penalty amount equal to monthly Bandwidth charges payable for the link shall be recovered from the payable claims of the service provider. For a delay of a month or part thereof penalty equal to Bandwidth charges for one month shall be recovered from the payables of the service provider.

The same penalty shall be applicable for first time commissioning of link and for shifting of link to new office location.

2. For delay in change of Bandwidth – If the Service Provider fails to deliver changed bandwidth (either reduced or enhanced) as per schedule given, a penalty @2% of monthly bandwidth charge per day shall be recovered from the payable dues of the service provider. For change of bandwidth, penalty amount shall be calculated based on the monthly bandwidth charges of enhanced/reduced bandwidth.
3. For non-execution of other contractual obligations–If the service provider fails to provide required deliverables, acceptance test reports, user and administrative level training or does not follow standards for laying cable etc. or does not perform as per the contract, the Officer In Charge of the work may withhold the payment @10% of each subsequent invoice amount until the requirement is fulfilled to the satisfaction of the Officer In-Charge of the work.
4. Penalty as stipulated above shall be charged in addition to penalties as given under the conditions of Service Level Agreement

| S.No. | Particulars | Implementations | Penalty |
|-------|--------------------------------------------------------------|--------------------------------------|----------------------------------------------------------------------------------|
| 1. | First time commissioning of MPLS links at Control Centre | Up to 15 days from the date of Award | Bandwidth Charges for delayed period considering part of month as complete Month |
| 2. | First time commissioning of internet links at Control Centre | Up to 15 days from the date of Award | Bandwidth Charges for delayed period considering part of month as complete Month |

| | | | |
|----|----------------------------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 3. | First time commissioning of link at all other office Locations | Up to 30 days from the date of Award | Bandwidth Charges for delayed period considering part of month as complete Month |
| 4. | Shifting of link to new location | Up to 15 days from the date of order for shifting | Bandwidth Charges for delayed period considering part of month as complete Month. |
| 5. | Change of Bandwidth | Up to 15 days from the date of order for change of bandwidth | @2% of monthly bandwidth charges |

5. In case of any disputes Decision of MD , TRIFAC would be final and abiding on the bidder

Penalties Bandwidth

For non-availability of bandwidth–

The service period at any office location where bandwidth has not been available due to lost/broken/damaged/faulty consumer premises equipment provided by the service provider shall be considered as downtime and shall attract penalty applicable for sub-standard uptime.

For sub-standard bandwidth.

If at any location lesser bandwidth than committed/ordered bandwidth is found a penalty @Rs.200/- per complaint shall berecovered from the payable dues of the service provider. The penalty shall be chargeable against the complaints where supporting evidence in the form of screen shots indicating inbound and outbound traffic of the router with system time stamp is made available. While assessing the availability of bandwidth a tolerance of ±5% shall be taken into consideration.

- ii. If three or more complaints regarding availability of lesser bandwidth than committed/ordered bandwidth is reported within a quarter for any office location, no bandwidth charges shall be payable for that quarter.

For sub-standard Up-time-

Service Provider should give uptime guarantee as per Table given above. In case, uptime falls below the guaranteed level, MPTRIFAC will impose a penalty as per the Table given below for the respective location. Further, if uptime for any location during any month is less than 80%, MPTRIFAC will not make any payment for the month for that location against the Bandwidth Charges. The penalty shall be calculated on the basis of monthly uptime.

SLA Exclusion Time-

Down time due to the following situations will not be considered for the purpose of penalty calculation for downtime –

- A. Link down due to non-availability of power for Customer Premises Equipment provided by the bandwidth service provider at the respective locations.
- B. Failure or non-availability of equipment provided by MPTRIFAC.
- C. Scheduled preventive maintenance activity of the network equipment by MPTRIFAC.
- D. Scheduled preventive maintenance activity of the network equipment by the service provider with prior intimation.

10. Implementation Schedule

Pursuant to the requirement as laid down under Eligibility Criteria, bidder has already undertaken feasibility study of all links proposed under the Contract, therefore the implementation schedule for delivery of links shall be as under-

| S.No. | Particulars | Period |
|-------|----------------------------------------------------------------|--------------------------------------------------------------|
| i. | First Commissioning internet link at MPTRIFAC CC | Up to 15 days from the date of Award |
| ii. | First Commissioning MPLS link at MPTRIFAC CC | Up to 15 days from the date of Award |
| iii. | First time commissioning of link at all other office locations | Up to 30 days from the date of Award |
| iv. | Shifting of link to new location | Up to 10 days from the date of order for shifting |
| v. | Change of Bandwidth | Up to 15 days from the date of order for change of bandwidth |

| | | |
|-----|--------------------------------------------------------------------------|--------------------------------|
| vi. | Integration of remote office link if need to be arranged by the MPTRIFAC | 7 Days from date of activation |
|-----|--------------------------------------------------------------------------|--------------------------------|

If the given schedule is not maintained by the service provider suitable penalty clause shall attract.

The contractor agrees to provide a details work plan, showing execution and completion of various activities such as survey, procurement of material and erection of work within 7 days of execution of Agreement. The work plan must show the completion of various activities on fortnightly basis.

The work plan duly accepted by MPTRIFAC and agreed to between both the parties, shall be treated as targets for work completion. The work progress achieved shall be monitored against these targets. Non-achievement of progress as per accepted work plan shall be deemed to be a notice for Termination of the award as Contractor's Default.

Managing Director, MPTRIFAC shall constitute the authority and be empowered to terminate such contracts for non-performance and no separate notice shall be required to be issued for termination of such contract.

In case the contractor fails to perform as per the agreed work plan, MPTRIFAC shall have the right to substitute the contractor with mutually agreed now party/agency. All terms & conditions including price shall remain the same. Further, new party/agency will be required to undertake all the receivables and liabilities of the contractor including the left over work as on agreed date on same terms and conditions of the award. The third party/agency must have same qualification requirement as per bid document and shall bear all the liabilities as existing in the present contract.

11. Exit Management

The Service provider has to support an orderly, controlled transition of responsibility for the provision of the services/ from the Service provider to the new Service provider without any disruption in the services to MP TRIFAC. The Service provider is required to submit the Exit Management Plan 3months before the completion of the contract. The Exit Management Plan shall be based on mutually agreed terms between Service provider and MP TRIFAC.

The MP TRIFACcan:

- i. Continue using the solution, in case the bidder opts to transfer the solution to MP TRIFAC. The MP TRIFAC, however, reserves the right of refusal to continue with the solution.
- ii. Extend the contract, based on same terms and conditions of this RFP. The MP TRIFAC, however, reserves the right to re-negotiate terms of the contract. If the contract is extended beyond the defined period 10% price can be increased for the delivery of services.

12. Governance Structure

12.1. Bidder's Responsibilities

1. To submit Pre-Qualification documents as required.
2. To understand the Scope of Work and the expected Outcomes & Deliverables.
3. To obtain necessary clarifications during Pre-Bid meeting, for preparing a comprehensive Proposal.
4. To provide necessary collaterals to substantiate RFP response.
5. To present the salient features of RFP response to facilitate evaluation.
6. To prepare various deliverables as per requirements for the respective phase.
7. To develop system as per committed plans and timelines.
8. To ensure Quality Assurance of the system.
9. To deploy the system as per committed Deployment plan.
10. To monitor Risks and mitigate them continuously.
11. To complete User Acceptance & Sign-Off for Phase wise functionalities.
12. The Customization of the application using the infrastructure of the Service provider.
13. Submission of the reports to department on project progress on weekly basis.
14. Configuration management of the system during O&M period.
15. The Service provider shall design a detailed training program for the staff users.
16. Deliver the deliverables as per the contract terms and conditions.
17. Responsibility of getting sign-off on deliverables and phases from MP TRIFAC.
18. Adding value to the Functional Requirements provided in the RFP.
19. Responsibility to conduct further research on process reform.

12.2 Deliverable

Apart from Bandwidth, other deliverables from the Service Provider are as under-

1. Network monitoring system, customized as per the requirement of MPTRIFAC.

2. Installation Report along with list of hardware installed.
3. Duly certified End to End Test report with screenshots.
4. Weekly Complaint Status Report
5. Monthly Uptime Report of each MPLS link.
6. Monthly Link Utilization Report.
7. Monthly Network Load-duration Curves.
8. Monthly link utilization report.
9. Monthly error report.
10. Web based Complaint Management System.
11. Network map clearly indicating location of POP and last mile connectivity with media and bandwidth.
12. MIS in the given format (as and when required)
13. Any other relevant information required during the contract period.

12.3. MP TRIFAC's Responsibilities

MP TRIFAC will have the overall responsibility for the smooth implementation of the project.

To participate in Program Governance processes as and when required.

To facilitate process changes as required for Application deployment.

To provide acceptance & sign-off for the deployed system and Deliverables for respective

To process the payments to the bidder.

Any other activity, as may be necessary for successful project implementation.

13. General Conditions of Contract

1. Language of Bids

All Proposals, correspondence and documents related to proposals, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English language.

2. Compliance & Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its proposal. The RFP Document is not transferable to any other bidder.

3. Signing of Communication to MP TRIFAC

All the communication to MP TRIFAC including this RFP and the bid documents shall be signed on each page by the authorized representative of the bidder and authority letter should be attached with the bid.

4. Amendment of Bid Document

At any time prior to the deadline for submission of bids, MP TRIFAC for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bid documents by amendment. Any such communication shall be posted on website (<http://www.mptrifac.org/>) and bidders are requested to visit the website for updates. The Amendments will be binding on bidders. In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids the Tendering Authority, at its discretion, may extend the deadline for the submission of bids. Any modification in submitted proposals will not be considered.

5. Bid Validity

All the bids must be valid for a period of 180 days from the last date of submission of the RFP for execution of Contract Agreement. However, the quoted rates should be valid for the initial/ extended period of the contract from the effective date of the Contract Agreement. No request will be considered for price revision during the contract period.

6. Deadline for Submission of Bids

Bids must be received by the Tendering Authority at the address, no later than the time and date specified in the Tender Notice. In the event of the specified date for the submission of Bids being declared as a holiday for the Tendering Authority, the bids will be received up to the appointed time on the next working day. However, the Tendering Authority may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of the Tendering Authority and Bidders will thereafter be subject to the deadline as extended.

7. Clarification of Commercial Bids

The Tendering Authority may at its discretion discuss with the Bidder(s) to clarify contents of financial offer.

8. Right to Terminate the Process

MP TRIFAC may terminate the RFP process at any time and without assigning any reason. MP TRIFAC makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by MP TRIFAC.

9. Disqualification of Bids

MP TRIFAC may at its sole discretion and at any time during the processing of tender, disqualify any bidder from the tendering process if the bidder has:

- Not submitted EMD as per specified timelines.
- Made misleading or false representations in the forms, statements and attachments submitted.
- If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
- Submitted bid document, which is not accompanied by required documentation and Earnest Money Deposit (EMD) or non-responsiveness.
- Failed to provide clarifications related thereto, when sought.
- Conditional bids will be summarily rejected.
- Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.

10. Right to Accept/Reject any or all Proposals

MP TRIFAC reserves the right to accept or reject any proposal, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for action of MP TRIFAC.

11. Contract Duration

The bidder will be required to sign a contract which would be valid for a period of 3Years. The contract may be extended up to 2 year, as may be agreed upon mutually by MP TRIFAC and the successful bidder.

12. Late Proposal

The bidder will not be able to submit the proposals after final submission date and time is over. The EMD of such proposals will be returned to the Bidder.

13. Modification & Withdrawal of Proposal

The Bidder is not allowed to modify its proposal subsequent to the final submission of proposals. The Bidders cannot withdraw the proposal during the period between the last date for receipt of proposals and the expiry of proposal validity period specified in the RFP. A withdrawal of proposal during proposal validity period may result in the forfeiture of its EMD from the Bidder.

14. Penalties

If the Bidder fails to deliver within the agreed time-period, the MP TRIFAC shall be entitled to impose as penalties, as mentioned in Clause 9.2: Service level Requirements (SLR) of this RFP. Once the maximum is reached, MP TRIFAC may consider termination of the Contract.

15. Limitation of Liability

- Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.
- The total cumulative liability of the Service provider arising from or relating to this Contract shall not exceed the Total Contract Value, which gives rise to such liability provided, however, that this limitation shall not apply to any liability for damages arising from:
 - Willful misconduct or Indemnification against third party claims.
 - Gross Negligence

16 Bid Security / EMD

- The bidder shall furnish a bid security (EMD) as stated in the fact sheet.
- The Bid Security (EMD) shall be in Indian Rupees (INR) and shall be paid online
- The EMD shall be valid for at least 180 (one hundred and eighty) days from the date of submission of proposal. No interest shall be payable on EMD under any circumstances.

- Unsuccessful Bidder's Bid security shall be discharged or returned within 60 (sixty) days of expiration of the period of proposal validity prescribed by the Bidder or after awarding tender to successful Bidder.
- The successful Bidder's EMD shall be discharged upon the signing of agreement by the Bidder, and submission of Performance Guarantee.
- The Bid security will be forfeited at the discretion of Bidder on account of one or more of the following reasons-
 - The Bidder withdraws its Proposal during the period of proposal validity
 - Bidder does not respond to requests for clarification of its proposal
 - In case of a successful Bidder, the said Bidder fails-to sign the Agreement in time.
 - In case of successful bidder, the bidder have to submit the Performance Security, as defined in this RFP

17 Performance Security

The Bidder shall at his own expense, deposit with MP TRIFAC , within Fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract, whichever is earlier, an Performance Security of INR 4 lakh (INR 4,00,000/-),in the form of Bank Guarantee (BG) from a Scheduled/ nationalized Bank. Payable on demand, for the due non-performance and non-fulfilment of the contract by the bidder. This Performance Security of Rs. 4 lakh (INR 4,00,000/-), would be issued in favour of MD, MP TRIFAC payable at Bhopal.

All charges whatsoever such as premium, commission, etc. with respect to the BG shall be borne by the bidder. The BG shall be valid for a period of 36 months from the date of signing of agreement and should be in the standard format prescribed by Reserve Bank of India. Also, the same shall be extended to the extent that it remains valid for at least 3 months after the expiry of the contract.

The bidder will also be required to further extend the BG, in case the MP TRIFAC extends the contract, to an extent that the BG is valid for a minimum of 6 months after the expiry of the Contract.

The extended BG in all the above cases shall be submitted at least 3 months before the expiry of the previous BG, failing which, MP TRIFAC reserves the rights to terminate the contract, and forfeit the BG.

18. Bid Prices

- The bidder shall express their bid prices using the price schedule form provided in the bidding documents Format 6: Commercial Bid Format. All costs and charges related to the bid shall be

expressed in Indian Rupees. Prices indicated in the Price Schedule shall be entered in the following manner:-

- The Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of the services offered.
- Prices shall be exclusive of all Taxes (taxes, duties, charges, levies etc.) except applicable Service Tax, which shall be payable extra on prevailing rates.

19. Payments

. The process to be followed will be as under:

All invoices in triplicate shall be submitted to MD MPTRIFAC, Bhopal along with the following documents—

1. Invoices in triplicate
2. Installation Report duly signed by the consignee of the location and representative of implementing agency.
3. Installation Report is required to be submitted with the invoice of Bandwidth charges for the first quarter.
4. Delivery Challan of equipment's including details of structure installed at the site.
5. Uptime Report clearly mentioning uptime and downtime durations.
6. Utilization report generated through Networking Monitoring Tool. All taxes deductible at source, if any, at the time of release of payment, shall be deducted at source as per the current rate while making any payments.
7. The invoice amount would be paid after the evaluation of performance against both the deployment, operational and SLAs and after deducting penalties, if any.
8. The invoice shall be verified by the concerned consignee for and duly passed bills shall be submitted to Accounting Unit for payment.
9. Payment of Bandwidth charges shall be made on quarterly basis on completion of quarter within 45 days of submission of bill in triplicate to the MD, MPTRIFAC, and Bhopal as per award in normal course.

10. The vendor shall have no claim or reason to stop the services if payments are delayed. No interest on overdue (delayed) payment shall be made under any circumstances.
11. The Bandwidth charges for the part period of quarter shall be made on prorata basis.
12. Payment of other items executed by the service provider shall be made upon successful execution, testing, and put to use and verification by the OIC of the site office based on the actual quantity of work done.
13. Payment shall be made for the amount after deduction of penalty, liquidated damages, recovery due to risk and cost factor, any other recoverable amount from the service provider against the instant award or any other award placed on them, if separately or severally applicable.

20. Resolution of Disputes

MP TRIFAC and the successful bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract. If, after thirty (30) days from the commencement of such informal negotiations, MP TRIFAC and the successful bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.

In case of a dispute or difference arising between the MP TRIFAC and the successful bidder relating to any matter arising out of or connected with the agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India, 1996.

21. Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be in English.

22. Applicable Law

The contract shall be interpreted in accordance with appropriate Indian laws and the jurisdiction would be BHOPAL district court.

23. Taxes and Duties

The bidder shall be entirely responsible for all other taxes, duties, license fee, Octroi, road permits etc. No increase in base rates will be allowed during the period of the contract.

24. Ownership and Use of Data

MP TRIFAC holds exclusive rights to all data captured by the system. The bidder cannot sell or use data

for its own research or benefit without prior approval granted from the MP TRIFAC.

25. Termination for Default

The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the successful bidder terminate the Contract in whole or part:

(a) If the successful bidder fails to deliver any or all of the services within the period(s) specified in the Contract.

(b) If the successful bidder, in the judgment of the Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Tendering Authority, and includes collusive practice among BIDDERS (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and deprive the Tendering Authority of the benefits of free and open competition.

26. Consequences of Termination

In Circumstances mentioned above the Tendering Authority may forfeit the security deposit / Guarantee.

27. Termination for insolvency

The Tendering Authority may at any time terminate the Contract by giving written notice to the successful bidder, if the successful bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the successful bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Tendering Authority.

28. Force Majeure

The Bidder shall not be liable for forfeiture of its performance security, penalties, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, “Force Majeure” means an event beyond the control of the Bidder and not involving Bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes, act of god, riots, strikes, change in relevant government policy etc.

If an event of Force Majeure continues for a period of ninety (90) days or more, the parties may, by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for goods/services already delivered or performed.

29. Notices

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by email and confirmed in writing to the other party's last recorded address. A notice shall be effective when delivered or tendered to other party whichever is earlier.

30. Binding Clause

All decisions taken by the Tendering Authority regarding the processing of this tender and award of contract shall be final and binding on all parties concerned. The Tendering Authority, reserves the right:

- To vary, modify, revise, amend or change any of the terms and conditions mentioned in RFP; or
- To reject any or all the tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision

31. Interpretation of the Clauses

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, the Tendering Authority's interpretation of the clauses shall be final and binding on all parties.

14. Special Conditions of Contract

14.1. Right to Alter Location/Quantities

1. The Purchaser reserves the right to alter the proposed location/s of offices as specified in the tender.
2. The list of locations as given in Annexure-I is optimum and the offices of the Companies do not abolish altogether however, the Purchaser reserves the right to delete one or more locations from the list specified in the tender.
3. Will release order in phase manner and first will order the main MPTRIFAC offices.(5 locations-Bhopal, Indore, Gwalior, Jabalpur and Rewa)

4. In case the Company decides to discontinue the services at a location, the payment of BW charges for that location will be paid on pro-rata basis only up to the date of availing the services at that location.

If any new office location is added, then the Bandwidth charges payable for that site shall be as per the price approved for the Contract. The Service Provider shall not deny services at the new location. In any case Service Provider shall manage to provide the link at new office location through their own network. If the Service Provider fails to provide the link within reasonable time as given, the same shall attract Penalty.

14.2. Change in Bandwidth

1. Purchaser reserves the right to alter the bandwidth proposed. In case of increase in Bandwidth, any extra cost that may be liable to be incurred on development of infrastructure or any devices/equipment's, if required shall not be payable by Purchaser. The service provider shall have to alter the link with increased/decreased bandwidth within 15 days after requisition of change in bandwidth at any location. If Service Provider fails to effect the change of Bandwidth within 15 days after issue of Bandwidth change request, suitable penalty shall be imposed as per Penalty Clause.
2. In cases, where Bandwidth has been reduced, the Bandwidth charges shall be payable to the Service Provider from the date of Bandwidth change request or actual date of Bandwidth change whichever is earlier.
3. In cases, where Bandwidth has been enhanced, the Bandwidth charges shall be payable to the Service Provider from the actual date of Bandwidth change.

14.3. Shifting of commissioned links

Due to shifting of offices to new premises, the MPLS link provided at these locations may also require shifting during the course of the Contract. In such situations, Service Provider shall commission the link at the new premises.

In any case Service Provider shall manage to provide the link at new office location through their own network. The service provider shall not have any right to deny services in such cases. If the Service Provider fails to provide the link within reasonable time as given, the same shall attract Penalty.

After shifting of link testing will be done in accordance with the test procedure laid down for new links under the clause "Testing of Links".

The Service Provider shall not be paid any charges towards shifting of link to new office locations.

Replacement of Equipment's lost/broken/damaged/ become faulty including loss due to fire

Notwithstanding anything here-in contained, the service provider shall undertake responsibility for the replacement of equipment's lost, broken, damaged, became faulty including loss due to fire or theft free of cost.

The period of non-availability of bandwidth due to such reasons shall be considered as downtime liable to recovery of penalty as per suitable clause.

14.4. Sub-Contracting

Sub-contracting is not allowed under this RFP.

14.5. Infrastructure arrangement by Bidder

The Bidder shall assess and make his own arrangements for infrastructure which includes necessary hardware, system software and transportation of personnel deployed by him, security at the site in addition to the men, machine and material. The bidder should assess the capacity planning and assessment for the solution taking into account the entire period, and shall update/replace the hardware for resources, in order to meet the Service Level Requirements of the solution.

14.6. Risk Purchase

In case of breach of any of the conditions of the agreement or delay in supply or failure to implement at bidder's own quoted rates, MP TRIFAC may at its option, take any or all of the actions detailed below:-

- Implement / Purchase from elsewhere on bidder's Risk or Account the entire or the remaining items and services.
- Forfeit either wholly or the part of the service charges/ security deposits.
- Taking of such other action against the bidder including legal action for breach of contract.
- Levy of penalties or with-held payment to the extent of services not provided.

14.7. Compliance to Guidelines

- Bidders to ensure incorporate the guidelines as a must for the project. It should comply with guidelines issued by Central / Madhya Pradesh State Government Authorized Agencies from time to time.

14.8. Warranties & Intellectual Property Rights (IPR)

- Bidder must ensure that they have all necessary licenses, approvals, consents of third Parties/principle manufacturers and all necessary technology, hardware and software to enable it to provide the solution.

- Intellectual property in anything developed by the Solution Provider specifically and exclusively for MP TRIFAC, and based on the information or data owned by MP TRIFAC, shall vest with MP TRIFAC. The source code along with administrative passwords of the application is required mandatorily by the MP TRIFAC. MP TRIFAC will have the IPR for all the functional processes and process flows.

14.9. Remuneration to Employees of Bidder

MP TRIFAC will have NO obligation to pay any remuneration, reimbursements or incentives to employees or members of the Bidder. All the payments due to them shall be paid only by the Bidder.

14.10. Insurance Coverage

Bidder shall procure insurance policies to include requisite insurance coverage as applicable including but not limited to Comprehensive General Liability Insurance and / or third party accident insurance to safeguard any eventuality while the employees of the Bidder are on duty.

14.11. Compliance to Labour laws

The Bidder shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.

14.12. No Outsourcing by Bidder

The selected Bidder will undertake to provide Services required in this RFP to the MP TRIFAC and will not outsource or subcontract any or all of the services being offered to MP TRIFAC to any agency or to agency fully / partly owned by the Bidder.

- Service unavailability resulting from loss of network availability can be excluded from service availability calculations, if the network availability loss is caused by any factors beyond control, such as natural disasters, IP transit provider or end user's portion of the network failure the same shall not be counted as downtime.
- SP shall retain authorization logs, non-repudiation logs and transaction records for the entire period of contract.
- All records shall be kept in accordance with generally accepted accounting procedures. All procedures shall be in accordance with central, state and local laws.
- SP shall certify that online financial transactions shall be based on secure data transmission and a standard public-and-private key encryption system that encrypts the user's submission of private financial data before it leaves their web browser. The data must remain encrypted throughout transmission until it's safely received at the intended server where it is decrypted and processed. The required licenses shall be the at the cost of the SP.
- SP shall ensure that appropriate security measures are put in place to protect MPTRIFAC's internal systems from intrusions and other attacks while conducting e-Payment transactions, whether internal or external, e.g., message interception, tampering, redirection, or repudiation

or while pulling data from or pushing data into MPTRIFAC server. SP shall ensure compliance with international information security standards and best practices.

- Any information and/or data obtained by the SP from MPTRIFAC or the contributor shall be stored in a place physically secure from access by unauthorized persons. SP shall take every reasonable precaution to ensure that all buildings, rooms, storage areas, and containers ("physical locations") used by SP in providing the product(s) and service(s) under this contract shall be secure and equipped with reasonable precautions against damage.
- Throughout the term of this contract, MPTRIFAC shall have the right at any time to inspect SP's transaction records for MPTRIFAC charges and associated SP fees. Any such inspection shall be made during regular business hours and comply with any reasonable security and confidentiality procedures of SP. MPTRIFAC can get audited all or any of such accounts as per their discretion.
- SP shall provide MPTRIFAC with the capability to securely access, via password-protected site, to transaction information.
- Payment services must offer fraud screening tools to reduce fraudulent transactions. This includes address verification, card code value (CVV) verification, expiry date of the card, date of birth etc. to ensure that the payments made via payment service are legitimate.
- The payment service should adhere to certain standards such as VeriSign Secured/ VBV/ Secure Code.
- All the contributor payment issues (including refund of failed transactions) should be resolved within a period of 2 working days.

15. Formats and Templates

Format 1: Bid Form

(To be submitted on letterhead of the Bidder)

To,
Managing Director
MP TRIFAC Ltd.

Dated -----, 2018

Bhopal (M.P.)-462011.

Ref: "RFP for Selection of Agency for Providing, Installation, Testing, Commissioning and Maintenance of Managed MPLS L3 VPN Connectivity at Various Locations under MP TRIFAC," against tender No.

Dear Sir,

Having examined the tender document of RFP for Selection of Agency for Providing, Installation, Testing, Commissioning and Maintenance of Managed MPLS L3 VPN Connectivity at Various Locations under MP TRIFAC, as detailed in the tender document, Terms & Conditions and scope of procurement, Specifications etc., and having understood the provisions and requirements relating to the procurement and all other factors governing the tender, We hereby submit our offer for the tender document of RFP for Selection of Agency for Providing, Installation, Testing, Commissioning and Maintenance of Managed MPLS L3 VPN Connectivity at Various Locations under MP TRIFAC, , in accordance with terms and conditions and confirm our acceptance to execute the order within the time period specified in the tender document, at the rates quoted by us in the accompanying financial Bid.

We accept the RFP document and if we fail to complete the delivery as per the order, we agree that, MP TRIFAC shall have full authority to forfeit the earnest money/Performance Security and cancel our order with no obligation on their part.

We confirm having deposited earnest money of INR 2, 00,000/- (INR Two Lakhs only) online through e-procurement portal.

Signature of the Bidder

With stamp and date

Format 2: Bidder's Profile

(To be submitted on letterhead of the Bidder)

| TECHNICAL PROPOSAL SUBMISSION FORM | |
|----------------------------------------------------------------------------------------------------------------------|-----------------------|
| Section 1: Organizational Details/Personal details | |
| 1.1 Name of the Firm/ Organization/ Individual | |
| 1.2 Address of the Head Office: | |
| 1.3 Address of the Project Offices: | |
| 1.4 Telephone, Fax and Email details | |
| 1.5 Name and Designation of the Authorized Representative of the renderer to whom all the references shall be made : | |
| 1.6 Address, phone, fax and email of the Authorized Representative | |
| Section 2: Subject Area | Reference page |
| 2.1 Area of Expertise: | |
| Section 3: Registration Details | Reference page |
| 3.1 Registration no. and date: | |
| 3.2 PAN/TAN card number details | |
| 3.3 GST registration | |
| 3.4 Any other registration | |

| Section 4: Experience & Profile | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 4.1 Summary of similar projects executed successfully in the past years; focusing on brief descriptions of assignments and experience in similar conditions. | |
| (i) Project title | |
| (ii) Source of funding | |
| (iii) Implementing partners (if any) | |
| (iv) Project duration | |
| (v) Project budget | |
| (vi) Project brief | |
| Section 5: Turnover of last three years (submit audit report/balance sheet) and Net Worth | |
| 5.1 Turnover of last three years (submit audit report/balance sheet) | |
| Year 1 (FY 2015-2016) | |
| Year 2 (FY 2016-2017) | |
| Year 3 (FY 2017-2018) | |
| 5.2 Net Worth as on 31/3/2018 | |
| Section 6: Earnest money deposit (Bid Security) and validity | |
| 6.1 Details of Earnest money deposit | |
| (i) Amount of EMD | |

Signature of the Bidder

With stamp and date

Format 3: Declaration Regarding Clean Track

(To be submitted on letterhead of the Bidder)

To,
Managing Director
MP TRIFAC Ltd.

Dated -----, 2018

Bhopal (M.P.)-462011.

Ref: "RFP for Selection of Agency for Providing, Installation, Testing, Commissioning and Maintenance of Managed MPLS L3 VPN Connectivity at Various Locations under MP TRIFAC," against tender No.

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document regarding "Tender For Selection of Agency for Providing, Installation, Testing, Commissioning and Maintenance of Managed MPLS L3 VPN Connectivity at Various Locations under MPTRIFAC".

I hereby declare that my company has not been debarred/black listed by any Government/Semi Government organizations in India. I further certify that I am competent officer in my company to make this declaration.

In accordance with the above we would like to declare that:

1. We are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
2. We are not blacklisted by any Central/State Government/Public Sector Undertaking in India.
3. The information provided in the tender document is true and no false representation has been made.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation Seal

Date:

Business Address:

Place:

Bidder's signature

Date:

with seal.

Format 5: Project Experience

(To be submitted on letterhead of customer separately for every similar kind of project)

| S. No | Item | Details |
|----------------------------------------------|--------------------------------------------------------------------|---------|
| General Information | | |
| 1 | Customer Name/Government Department | |
| 2 | Name of the Contact Person and Contact details including email-id. | |
| Brief Description of scope of Project | | |
| 3 | Contract Value of the project (in Crores) | |
| 4 | Total cost of the services provided (by the Bidder) | |
| Project Details | | |
| 5 | Name of the project | |
| 6 | Start Date/End Date | |
| 7 | Date of Go-Live | |
| 8 | Current Status (work in progress, completed) | |
| 9 | Contract Tenure | |
| 10 | Brief Scope of Work | |
| 11 | Number of Agents. | |

Signature of Customer:

Name of Customer:

Seal of Customer:

Format 6: Commercial Bid Format

To,
 Managing Director
 MP TRIFAC
 Bhopal (M.P.)-462011.

Dated -----, 2018

Ref: "Tender For Selection of Agency for Providing, Installation, Testing, Commissioning and Maintenance of Managed MPLS L3 VPN Connectivity at Various Locations under MPTRIFAC" against tender No

Sir/Madam,

With reference to tender document, we submit our commercial bid as under -

FORMAT FOR COMMERCIAL BID - Bill of Material

| S.No | Description | Proposed Bandwidth | Number of Location where Bandwidth required | Recurring Charges per Annum per location (INR) | Total Bandwidth Charges per annum (INR) |
|------|---------------------------------------------------|--------------------|---------------------------------------------|------------------------------------------------|-----------------------------------------|
| 1 | 2 | 3 | 4 | 5 | =4*5 |
| 1. | MPLS Network Connectivity Charges (internet Link) | 4 Mbps | | | |
| 2. | Charges for 16Mbps (CC) (internet Link) | 16 Mbps | | | |
| 3. | MPLS VPN Network Connectivity | 2 Mbps | | | |
| | Charges for (CC) | | | | |

Note:

1. GST shall be paid extra by the Department.

Format 7: Self-Declaration regarding License Services for WAN, Internet Leased Line and Internet Data Centre Services

To,
Managing Director
MP TRIFAC
Bhopal (M.P.)-462011.

Dated -----, 2018

Ref: "Tender for Selection of Agency for Providing, Installation, Testing, Commissioning and Maintenance of Managed MPLS L3 VPN Connectivity at Various Locations under MPTRIFAC" against tender No

Sir/Madam,

With reference to tender document, we submit our commercial bid as under -

Self-Declaration regarding License Services for WAN, Internet Leased Line and Internet Data Centre Services

We _____ (Name of the Firm), having registered office at _____ (address) hereby declare and confirm that

(a) We are involved in provision of Wide Area Network (WAN) on MPLS VPN Technology to our customers spread all over India. We are also having valid telecom licenses [Internet Service Provider (ISP) / Unified Access Services (UAS) and/ or National Long Distance (NLD)] for providing WAN connectivity and Internet Lease Line (ILL) services to our Customers. We hereby also confirm that we hold a valid telecom license (ISP/ UAS and/or NLD) for providing WAN and ILL. The copy of the licenses is enclosed herewith.

(b) We are providing the details of license as below:

Annexure -1

| Sr. No. | INDUSTRIAL AREA |
|---------|-----------------------------------------|
| | Bhopal |
| 1 | Mandideep |
| 2 | Pilukhedi |
| 3 | FoodparkBabai |
| 4 | FoodparkPipariya |
| 5 | JambarBagari |
| 6 | Bagaroda |
| 7 | MSME Acharpura |
| 8 | SEZ Acharpura |
| 9 | Plastic Park Tamot |
| 10 | Kiratpur |
| | GWALIOR |
| 11 | Malanpur -Ghirongi |
| 12 | Food PrakMalanpur |
| 13 | Banmore |
| 14 | Stone Park |
| 15 | IID Jaderua |
| 16 | Readymade Garment Park |
| 17 | Sitapur Phase-I |
| | Indore |
| 18 | Pithampur/khaea Indore |
| 19 | SEZ Indore |
| 20 | FPP Nimrani, Khargone |
| 21 | IIDC Nimrani, Khargone |
| 22 | Meghnagar, Jhabua |
| 23 | Readymade Garment Cluster/ Park, Indore |
| 24 | Electronics Complex, Indore |
| 25 | Rangwasa, Indore |

Tender For Selection of Agency for Providing, Installation, Testing, Commissioning and Maintenance of Managed MPLS L3 VPN Connectivity at Various Locations under MPTRIFAC

| | |
|----|-------------------------------------------------|
| 26 | Sonway-Bhaislay, Indore |
| 27 | Rudhibhawsingpura, Khandwa |
| 28 | Ujjaini Dist. Dhar |
| 29 | Apperal Cluster Gram BijepurTej- Depalpur |
| 30 | Railwakhurd |
| 31 | Namkeen Cluster |
| 32 | Integrated Industrial Park |
| 33 | Relwakhurd&KhajuriTeh.- Badwani |
| | Jabalpur |
| 34 | Industrial Area BorgaonDistt. Chhindwara |
| 35 | Food Park BorgoanDistt. Chhindwara |
| 36 | Industrial Area ManeriDistt. Mandla |
| 37 | Food Park ManeriDistt. Mandla |
| 38 | IIDC LamtaraDistt. Katni |
| 39 | Industrial Area Lamtara, Distt. Katni |
| 40 | Stone Park HarduaKhudwal ,Distt. Katni |
| 41 | Industrial Area BhurkalkhapaDistt. Seoni |
| 42 | Industrial Area HargarhDistt. Jabalpur |
| 43 | Industrial Area UmariyaDungariyaDistt. Jabalpur |
| 44 | Industrial Area Amkuhi, Distt. Katni |
| | Rewa |
| 45 | UdyogVihar, Rewa |
| 46 | UdyogDham, Maihar |
| 47 | IIDC NadanTola (Amarpattan) |
| 48 | Udyog Deep, Waidhan |
| | Sagar |
| 49 | Industrial Area Sidhguwan |
| 50 | Industrial Area Pratappura |
| 51 | IID Pratappura |
| 52 | IID Bina |
| 53 | UdyoggiriPurena |
| | Ujjain |
| 54 | Dewas - 2 & 3 |
| 55 | Maksi |
| 56 | FPP Jaggakhedi |

Tender For Selection of Agency for Providing, Installation, Testing, Commissioning and Maintenance of Managed MPLS L3 VPN Connectivity at Various Locations under MPTRIFAC

| | |
|----|-----------------|
| 57 | IIDC Jaggakhedi |
| 58 | Namawar |
| 59 | Sirsoda |