

Tender Reference No.: EdCIL/IS/EDCIL/ILL/2019/01



Limited Tender for Supply, Installation, Testing & Commissioning

Of

Internet Leased Line connection

at

EdCIL's Corporate Office, EdCIL House, Plot No. 18A, Sector 16A, Noida, Uttar Pradesh - 201301.

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SECTION – I

NOTICE INVITING TENDER (NIT)

Dated: 9th August, 2019

Sub: Invitation of Sealed bids for "Supply, Installation, Testing, & Commissioning of 10 MBPS Internet Leased Line on Fiber" at EdCIL, Corporate Office, EdCIL House, Plot No. 18A, Sector 16A, Noida, Uttar Pradesh - 201301"

1. EdCIL (India) Limited, a Mini Ratna CPSE (Central Public Sector Enterprise) and ISO 9001:2015 & 14001:2015 Certified Company incorporated in 1981, under the Ministry of Human Resource Development, Government of India having its Corporate office at EdCIL House, Plot No. 18A, Sector 16A, Noida, Uttar Pradesh - 201301. The Company offers consultancy and technical services in different areas of Education and Human Resource Development not only within the country but also on a global basis.
2. EdCIL (India) Limited (EdCIL) invites sealed bids, from eligible and qualified bidders for "Supply, Installation, Testing & Commissioning of 10 MBPS Internet Leased Line (ILL) on Fiber at EdCIL (India) Limited, EdCIL House, Plot No. 18A, Sector 16A, Noida, Uttar Pradesh - 201301". The Limited Tender Document has been uploaded on EdCIL's website www.edcilindia.co.in and can be downloaded by the interested bidder.

KEY DETAILS

Tender reference number	EdCIL/IS/EDCIL/ILL/2019/01
Name of work	Supply, Installation, Testing & Commissioning of Internet Leased Line 10 MBPS on Fiber at EdCIL's Corporate Office, EdCIL House, Plot No. 18A, Sector 16A, Noida, Uttar Pradesh - 201301
Last date, time &	_30th August 2019_ at 1500 hrs

place for submission of tender	EdCIL (India) Limited (A Government of India Mini Ratna Enterprise) EdCIL House, Plot No. 18A, Sector 16A, Noida, Uttar Pradesh - 201301
Tender Opening details	Bids shall be opened on 30 th August 2019 at 1530 hours at the above address
Contact Details	G S Sreedhar E-Mail i.d.: gsreedhar@edcil.co.in
Earnest Money Deposit (EMD)	<u>Earnest Money Deposit (EMD)</u> : Rs.5,000/- (Rupees Five Thousand only) The EMDs shall be in the form of Demand Draft issued by a nationalized bank or a Scheduled Bank in favour of 'EdCIL India Limited' payable at Noida. EdCIL shall not be liable to pay any interest on the EMD.
Envelope & Dispatch	The bidders must submit the bids under 2 Packet system i.e. i. Technical bids containing all technical details along with EMD Demand Draft in one envelope. ii. Financial Bid as per Annexure-II in second envelope. iii. Both Technical and Financial Bid envelopes should be sealed and placed in a separate third envelope marked as 'Bid for Supply, Installation Testing & Commissioning of Internet Leased Lines'. The Bid should be sent to address for communication as given below. The envelope should clearly indicate the Name of the Bidder and his address. The Bidder may send the bid by Speed Post or in person. EdCIL will take no responsibility for delay, loss or non-receipt of bids if not received within the stipulated date & time. Bids submitted by any other mode will not be accepted.
Address for communication	G S Sreedhar, DGM(IS), EdCIL(India) Ltd, EdCIL House, Plot No. 18A, Sector 16A, Noida, Uttar Pradesh - 201301 Email: gsreedhar@edcil.co.in Tel: 0120-2512005/6/9871134397

3. The bidder may visit the location and check the feasibility for laying out Fiber Data line.
4. Tenderer may download the tender documents from the web site www.edcilindia.co.in and submit its bid by utilizing the downloaded document.
5. Bidders shall ensure that their bids, complete in all respects, are submitted on or before the closing date and time of submission indicated in the key details, failing which the tenders will be treated as late and rejected.

6. In the event of any of above mentioned dates being declared as a holiday / closed day for EdCIL (India) Ltd., the tenders will be received/opened on the next working day at the appointed time.
7. EdCIL takes no responsibility for delay, loss or non-receipt of tender documents sent by post.
8. EdCIL reserves the right to accept or reject any or all of the tenders in full or in part including the lowest bid without assigning any reasons or incurring any liability thereof.

Date: 9-8-19

G S Sreedhar
(G S Sreedhar)
DGM(IS)

SECTION – II

A. SCOPE OF WORK

- a) To provide 10 Mbps Internet Leased Line (ILL) connectivity on uncompressed, unshared leased line (Optical Fibre Cable) (1:1) EdCIL (India) Limited at its Corporate Office, at **EdCIL House, Plot No. 18A, Sector 16A, Noida, Uttar Pradesh – 201301** on rental basis with last mile connectivity.
- b) Since We need a Backup Leased Line for 10 MBPS M/s Power Grid Corporation India Pvt Ltd., who is the Primary service provider, is not eligible to participate in the BID.
- c) This includes installation, commissioning, testing & maintenance of the complete link initially for one year from the date of installation, which can be extended on the basis of satisfactory services provided on year to year basis for a period of maximum three years with mutual consent and rates, terms & conditions mutually agreed at the time of extension. The connectivity will be through dedicated Internet leased line on Fiber with last mile connectivity service.
- d) The hardware and software required for the establishment of fully functional leased lines will be provided by the successful bidder on rental basis. The minimum guaranteed bandwidth required from the Bidder is 10 MBPS.
- e) **The service provider shall supply and install the equipment required for provisioning of the required links at EdCIL's Corporate office, at EdCIL House, Plot No. 18A, Sector 16A, Noida, Uttar Pradesh – 201301 and integrate and test systems to meet EdCIL requirements.**
- f) Within one week after receipt of Job Order (JO), the service provider has to submit the detailed project schedule with proper timelines and resource deployment. The same shall also cover the requirement from EdCIL side.
- g) Any change that is needed to be carried out in the existing setup shall be carried out after approval by the competent authority of EdCIL. The same shall be informed in advance so as to plan the downtime/impact to the end users. The work shall be carried out as per EdCIL's compliance and requirements communicated to the service provider from time to time.
- h) The service provider shall ensure that the proposed solutions/components/services are as per applicable regulations in India. The service provider shall be responsible for implementing and maintaining the implemented solutions/services as per

applicable regulations in India.

- i) The service provider shall submit architectural design of link built-up. The links must not be overlapped with other existing Internet Links to EdCIL.

B. INSTRUCTIONS TO BIDDERS

1. Bid Security (EMD - Earnest Money Deposit):

The Bidders shall submit, along with their Bids, a demand draft for EMD (amount specified in Key Details table), drawn on any Scheduled bank in favour of 'EdCIL India Limited' (EdCIL) payable at New Delhi. EMD in any other form will not be accepted.

- a) The EMD is interest free.
- b) The EMD, for the amount mentioned above, of successful bidder would be returned after submission of Performance Bank Guarantee. The EMD of remaining unsuccessful bidders will be refunded after signing of agreement and submission of the PBG by the successful bidder.
- c) **The bid submitted without EMD, mentioned above, will be rejected without providing any further opportunity to the bidder concerned.**
- d) The bidder shall extend the validity of the offer and EMD, if required.
- e) The EMD may be forfeited, if a bidder withdraws its bid during the period of bid validity.
- f) EMD exemption will be as per Government of India Guidelines.

2. Venue & Deadline for submission of proposals

- a) Bids duly completed in all respects as specified in the Tender document, must be submitted to EdCIL India Limited (EdCIL) as specified in the Key details Table.
- b) Last Date & Time of submission: As given in the Key Details Table
- c) EdCIL India Limited (EdCIL) may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum, in which case all rights and obligations of EdCIL India Limited (EdCIL) and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

3. Late Bids

Bids received after the due date and time as specified in the Key Details Table (including the extended period if any) for any reason whatsoever, shall not be entertained by EdCIL India Limited (EdCIL).

4. (a) Validity of Bid:

Bids shall remain valid for a period of **90 days from** the date of bid opening.

(b) Bid Evaluation:

The Technical Bids shall be evaluated, and the Financial Bids shall be opened only for those bidders who shall be declared technically eligible after evaluation of technical bids.

5. Performance Bank Guarantee

The service providers shall submit the Performance Bank Guarantees (PBG) as per Annexure-IX for 10% of the value of Job Order on a non-judicial stamp paper of appropriate value issued by any Scheduled Bank within 15 days from the date of issue of Job Order.

Performance Bank Guarantees should remain valid for a period of 3 months beyond the date of completion of all contractual obligations of the service provider including warranty obligations.

The proceeds of the performance security shall be payable to the EdCIL as compensation for any loss resulting from the service provider's failure to complete its obligations under the Contract.

If the successful Bidder fails to furnish a Performance Bank Guarantee, then the Earnest Money Deposit shall liable to be forfeited by the EdCIL.

6. Contract Period

The Contract shall initially be valid for a period of One (1) year and may be extended on year to year basis for further three years period based on satisfactory performance and with mutual consent and rates, terms & conditions mutually agreed at the time of extension.

7. Service Level Agreement & Non Performance charges:

EdCIL expects very high availability and reliability of the ILL through out its leasing to EdCIL. The expected support SLAs during leased period are as per below:

a) Mean Time to Resolve (MTTR) : Service Levels

Last Mile Complaints: 4 clock Hrs.

Backbone/System/HW Faults: 8 clock Hrs.

b) Link Availability : 99.5% calculated on 24x7 basis for the every month.

c) Packet Losses: Less than 1% (Average over 1000 Ping) at any given point of time to any part of globe.

- d) Latency : Less than 300 ms from EdCIL, New Delhi to ISP tier 1 peering point

The service provider shall provide reports from their Network Monitoring System (NMS) along with calculations of SLAs on monthly basis for release of quarterly payment.

8. **Non-Performance Penalty:**

In case of any problem reported, the same has to be attended & resolved as per Service level Agreement (SLA) mentioned above. In case of violations of SLAs, the penalty applied shall be as per below:

- a) For every hour of delay in problem resolution, non-performance penalty of 0.5% of total contract value shall be applied and deducted.
- b) For link uptime less than 99.5%, non-Performance penalty on monthly recurring charges shall be applied as per the table below.

Sr. No.	Service Area	Service Level	Penalty
1	Internet Lease line (ILL)	Uptime % calculated on Monthly basis for the ILL. In case of any hardware problems, the service provider should ensure that replacement devices are made available to meet the SLAs.	Penalty as XX %(as mentioned below)of the total contract value.
		Above 99.5%	NA
		99.5% to 98.5%	2%
		98.5% to 97%	5%
		97% to 95%	10%
		Less than 95%	100%

Maximum non-performance charges shall be capped at 100 % of total contract value.

9. **Discrepancies in Prices**

- a) If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.

- b) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- c) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail,
- d) If there is any such arithmetical discrepancy in a tender, the same shall be governed on the above principles.

10. **Payment**

The payment shall be made quarterly after certification of performance by the authorized official of EdCIL within 30 working days from the date of submission of Invoice in duplicate.

11. **Time Schedule & Penalty:**

- a) The service provider should provide detailed activities time schedule, which represents the shortest practical time to complete all necessary tasks and meet the obligations of the requirements which should not exceed 30 days after the placement of order and subject to the approvals by EdCIL (India) Limited for laying of Optical Fiber cables. All significant activities must be included, including those associated with the delivery, installation and commissioning of the Internet Bandwidth.
- b) The delay in meeting the activities schedule will call for a penalty @ 1% per week subject to maximum 10% of the contract value. EdCIL (India) Limited may terminate the contract if delay is beyond 10 weeks.

12. **Acceptance Certificate**

On successful completion of acceptability test for 15 days and after EdCIL (India) Limited is satisfied with the accuracy and completeness of the performance of the Internet Bandwidth, the acceptance certificate signed by the representative of EdCIL (India) Limited and representative of the service provider will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the Internet Bandwidth.

13. **Language**

The bid and all related correspondence and documents in relation to the bidding process shall be in English language.

Supporting documents and printed literature furnished by the bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the bidder.

responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

12. Alteration and Withdrawal of Tender

The bidder, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.

No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer with its tender.

13. Bids Clarifications

If a bidder needs some clarifications relating to this tender enquiry, he may ask the required information from the contact person within 7 days.

14. Disqualification

The proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this tender:

- a) Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- b) During validity of the proposal, or its extended period, if any, the bidder increases its quoted prices.
- c) The bidder's proposal is conditional and has deviations from the terms and conditions of tender.
- d) Proposal is received in incomplete form.
- e) Proposal is received after due date and time.
- f) Proposal is not accompanied by all the requisite documents.
- g) Information submitted in bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- h) Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- i) In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified,

unless additional proposals/ bidders are withdrawn upon notice immediately.

Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail.

14. **The service provider details:**

The service provider to fill in the his information form enclosed with this Tender Document as **Annexure–IV** and same may be forwarded along with Bid.

15. **Acceptance of Terms & Conditions:**

Bidders are requested to submit the sealed and signed copy of this tender document along with Bid as acceptance of all terms & conditions. **No deviation from the tender clauses shall be acceptable.**

16. **EdCIL's Right to Terminate the Process**

- a) EdCIL reserves the right to accept or reject any bid, and to annul the bidding process and reject all proposals at any time prior to award of agreement, 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 actions taken by EdCIL (India) Limited.
- b) EdCIL is accepting the bids on a no cost no commitment basis.
- c) EdCIL makes no commitments, express or implied, that this process will result in a business transaction with anyone.

17. **Acceptance of part / whole bid / modification – Rights there of**

EdCIL (India) Limited (EdCIL) reserves the right to accept or reject wholly or partly bid offer, or modify the specifications / quantities / requirements mentioned in this Tender including addition / deletion of any of the item or part thereof, without assigning any reason whatsoever. No correspondence in this regard shall be entertained. EdCIL (India) Limited (EdCIL) also reserves the unconditional right to place order on wholly or partly bid quantity to successful bidder.

- 18. All the rates quoted by the bidder shall remain unchanged during the period of contract.
- 19. In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the service provider will be liable to be forfeited by EdCIL besides annulment of the contract.

C. GENERAL INSTRUCTIONS TO BIDDERS

1. All entries in the Bid form should be legible and filled clearly. Any overwriting or correction which is unavoidable has to be signed by the authorized signatory.
2. **The bidder shall quote for all the items of Financial Bid(Annexure-II) failing which the bid shall be considered nonresponsive, incomplete and bid will be summarily rejected.**
3. Bid incomplete in any way will be rejected out rightly. Similarly conditional Bids will also be rejected out rightly.
4. In case the successful Bidder declines the offer of Contract, for whatsoever reason(s), his EMD will be forfeited.
5. **Confidentiality:** All the information supplied by EdCIL to the service provider are to be kept confidentially and no part of it should be shared with anyone other than the authorized persons, without express written permission from EdCIL.

6. **Force Majeure:**

- a) For the purposes of this Job Order, "Force Majeure" means an event which is beyond the reasonable control of service provider, is not foreseeable, is unavoidable and not brought about by or at the instance of the service provider claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes the service provider's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.
- b) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

Measures to be Taken

- a) The service provider affected by an event of Force Majeure shall continue to perform its obligations under the Job Order as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b) The service provider affected by an event of Force Majeure shall notify the other Party(EdCIL) of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- c) Any period within which a Party shall, pursuant to the Job Order, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to arbitration clause of the Job Order.

7. Arbitration:

- a) Any unresolved dispute or difference whatsoever arising between the parties to this Job Order out of or relating to the construction, meaning, scope, operation or effect of this Job Order or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. The Arbitration proceedings will be held at New Delhi, India.
- b) The parties agree that any decision for Award of any Arbitral Tribunal pursuant to this clause shall be a domestic award and final, conclusive and binding upon the parties and any person affected by it. The parties also agree that any arbitration award rendered pursuant to this clause may be enforced by any court of competent jurisdiction.
- c) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises(CPSEs)/ Port Trusts inter se and also between CPSES and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments) such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- d) During any period of arbitration, there shall be no suspension of this Job Order.

8. Termination:

- a) In case of the service provider's failure to meet SLAs as committed above and committed availability, EdCIL shall serve 7 days' notice to rectify the services. In case of failure to rectify services, EdCIL has right to terminate the services of the service provider from its premises. The service provider shall have to remove its equipment within 15 days of such termination of services at its own costs. EdCIL shall not be responsible for the service provider's material in its premises after such period. In case of not meeting SLA for consecutive 3 month, EdCIL has right to terminate the services of the service provider by giving one (1) month notice.
- b) The service provider has to maintain the above SLA using its own resources. SLA for each service must be 99.5% on monthly basis calculated based on SLA window as mentioned above. In case of repeated outages / disruptions which

the service provider is not able improve despite notices from EdCIL, EdCIL may terminate the services without any prejudice.

- c) EdCIL may terminate the Contract upon written notice to the service provider

In the event of arising of any of the following events:

- i) The service provider fails to deliver the services or perform the works within the timelines specified in the contract; or
- ii) The service provider commits breach of any of the terms and conditions of this Contract; or
- iii) The serious discrepancy in the quality of service is observed; or

Provided, before terminating the contract upon any of the aforesaid grounds i. to iv., EdCIL shall first serve a thirty (30) days' written notice to the Service Provider requiring him to cure the breach. If the Service Provider fails to cure the breach, within the aforesaid 30 days period, EdCIL shall have an option to forthwith terminate the Contract by notifying in writing thereon to the Service Provider.

- d) The Service Provider becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of creditors, permits the appointment of a receiver for its business or assets, becomes subject to any legal proceedings relating to insolvency or the protection of creditors' rights or otherwise ceases to conduct business in the normal course; provided that this right to termination shall not apply if the other party is ordered to be wound up by the court for the purpose of a bona fide reconstruction or amalgamation.
- e) In the event of termination hereunder, EdCIL will pay to the service provider all fees as specified in the Scope of work and expenses for works completed and accepted by EdCIL upto the termination date.

9. Termination without cause

EdCIL, at its sole discretion, may surrender the link at a notice period of maximum one month and all payments for services obtained shall be done on pro-rata basis. EdCIL can also terminate or downgrade/upgrade the link without citing any cause at any time by giving one month prior Notice and make payment as per clause 8 (e) above.

- 10.** The setup established by the service provider at EdCIL's premises shall be exclusively used for EdCIL users only. The service provider shall not extend any connectivity from this setup to any external customer, without express permission from EdCIL.

11. Tendering Expenses

The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. EdCIL will, in no case be

SECTION - III

Technical specification and requirements for Internet connectivity Leased Line 10 MBPS (1:1 uncompressed and unshared with last mile on optical Fiber cable) for EdCIL India Ltd, Corporate Office for a period of (01) one year.

1.Pre-qualification criteria:

Sr. No.	Technical Requirements	Supporting Documents	Doc. Provided (Y/N)	Page NO.
1	The bidder must be incorporated and registered in India under the Indian Companies Act 2013/ LLP Act 2008 / Partnership Act 2013 and should be in operation in India for a minimum period of 5 years as on 31st December, 2018.	Attested Copy of Certificate of Incorporation		
2	The bidder must be Tier 1 National ISP and should have a valid category "A" ISP license from Government of India.	Attested Copy of license		
3	The Bidding firm must be a profit making company One year during last three financial years as on 31.03.2019 and should have a positive net worth of Rs.5 Crores. FY,16-17, 17-18, 18-19	Certificate from CA firm along with copy of audited Balance sheet.		
4	The Bidder must have an average annual Turnover of minimum INR 10 Crores during the last 3 financial years ending 31st March, 2019.	Copy of Audited Balance Sheets and P/L statements for the last three financial years as on 31.3.2019		
5	<u>Work Experiences: -</u> During last 5 years ending last day of month previous to the one in which applications are invited bidder should have any one of the following experiences: - a) The bidders should have successfully completed three similar works	Copy of work orders/POs with completion certificates.		

	costing not less than the amount equal to Rs 2.0 Lakhs each or more OR b) Two similar completed works costing not less than the amount equal to Rs.2.5 Lakhs each or more OR c) One similar completed works costing not less than the amount equal to Rs.4.0 Lakhs or more			
6	Copy of following: a) Permanent Account Number (PAN) b) GST Registration Number	Copy of respective certificate		
7	Bidder should not have been banned/delisted/debarred by Govt. of India/State Government/Central PSU at the time of bid submission date	In prescribed format at Annexure VIII		
8	The Bidder should have a fully functional Customer Service Centre for call logging, monitoring and troubleshooting purpose in NCR with 24 hours operational	Name & Address of Customer Service Centre		

2. Those bidders who will be declared qualified after technical evaluation, shall be declared qualified for opening of their financial bids. They shall be informed the date and time with venue of opening of their financial bids. They may wish to send their representatives to witness the opening of financial bids of all declared technically qualified bidders.

Details of Requirement:

EdCIL needs following link at EdCIL (India) Ltd , **EdCIL House, Plot No. 18A, Sector 16A, Noida, Uttar Pradesh – 201301**

Sr. No.	Requirement	Start Date	End Date
1	10 Mbps Internet Leased Line (1:1) on Fiber Optical Line, with; <ul style="list-style-type: none"> • WAN IP (Public IP) PV4 = 15 Nos. (Free) • Public IP Ver 6 = 15 Nos. (Free) 	_____ 2019	_____ 2019

Location address:

EdCIL (India) Limited, EdCIL House, Plot No. 18A, Sector 16A, Noida, Uttar Pradesh - 201301

- The contract for this ILL shall be for an initial period of 1 year. The contract may be extended for a maximum period of 3 years on year to year basis, at sole discretion of EdCIL, at rates, terms and condition mutually agreed at the time of extension.
- The proposed solution should be based on Industry standard technologies and minimal requirements at EdCIL. EdCIL is primarily running a standard TCP/IP networks on dynamic BGP protocol for various applications in EdCIL e.g. Voice, Video, Portals, Messaging, etc.
- The complete backbone network, provided by the service provider, will be managed by service provider, including links management. EdCIL's on premise equipment's, which are owned by EdCIL, will be managed and configured by the EdCIL itself or its representatives.
- The handoff of the link must be on Ethernet.
- The link shall be terminated on Router/UTM Firewall which shall be provided by EdCIL.
- The service provider shall be provide at least 12 nos. Internet IP addresses to EdCIL for usage on this ILL.
- The links would be used for Voice, Video, and Portals etc. The SLA should be based on, but not limited to, the mentioned below parameters:

1. Link Availability
2. Guaranteed time to restore
3. Fault Reporting, etc.

- h. **Monitor ability:** The service provider shall configure the link provided to EdCIL in his NMS system and provide access on the same to EdCIL. The system must provide online charts/reports for minimum important possible parameters for current as well as historical data for preceding 3 months:
- a) Link Utilization Report, Link up down report, Site up down report.
 - b) Latency, Packet drops (PE to Gateway)
 - c) Latency from NMS LAN to the Customer
- i. The service provider will provide a web portal with 'User Id' and 'Password' for getting the link monitoring reports for above mentioned parameters for the link delivered to EdCIL. These parameters will be measured at service provider's edge router.
- j. The service provider will provide variation of 50% to upgrade/downgrade the link with mutual consent in writing on same terms and conditions.

Financial Bid

(Figures in Rs.)

Sr. No.	Description	Qty.	Period	Monthly Rate	Annual Amount	Tax Amount (with %age)	Total Amount (Rs.)
1	Recurring charges for Internet Leased Lines 10 MBPS (1:1 uncompressed and unshared with last mile on fibre)	01	12 Months				
2.	One Time Installation and Commissioning Charges for 10 MBPS Internet Leased Line on Fiber (1:1)	01	Lumpsum				
	Total						

Total Amount = Rs. _____

(Amount in words = Rupees _____)

Note: The above rates should be inclusive of all taxes and duties.

Date:

Place:

Signature with Stamp of Authorized Person

Full Name:

Company's Seal:

Tender Response Cover Letter

Original signed copy on company letterhead

[Date]

To,
DGM(IS)
EdCIL (India) Limited
**EdCIL House, Plot No. 18A,
Sector 16A, Noida,
Uttar Pradesh - 201301**

Dear Sir,

Subject: Response to Tender for 'Supply, Installation, Testing & Commissioning of Internet Leased Line on Fiber'

Having examined the TENDER, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for **Tender for 'Supply, Installation, Testing, & Commissioning of 10 MBPS Internet Leased Line on Fiber'** as required and outlined in the TENDER and agrees to abide by this response for a period of 90 days from the last date for submission of TENDER response.

The following persons will be the authorized representative of our company/ organization for all future correspondence between the EdCIL (India) Limited (EdCIL) and our organization till the completion of the project.

Details	Primary Contact	Secondary Contact	Executive Contact
Name:			
Title:			
Company Name:			
Address:			
Phone:			
Mobile:			
Fax:			
E-mail:			

We fully understand that in the event of any change in our contact details, it is our responsibility to inform EdCIL about the new details. We fully understand that EdCIL shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication from the EdCIL to us, in the event that reasonable prior notice of any change in the authorized person(s) of the company is not provided to EdCIL.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to the EdCIL is true, accurate, verifiable and complete. This response

includes all information necessary to ensure that the statements therein do not in whole or in part mislead EdCIL in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading, we are liable to be dismissed from the selection process or, in the event of our selection, our contract is liable to be terminated.

We agree for unconditional acceptance of all the terms and conditions set out in this TENDER document.

We agree that you are not bound to accept any response that you may receive from us. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the TENDER response.

It is hereby confirmed that I/We are entitled to act on behalf of our company /corporation/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 2019.

Signature:.....

Name:.....

Designation:.....

Date:

Annexure-IV

Service Provider/Bidder Information Form

Bidders are requested to furnish the following information and enclose along with quotation.

Bidder Name:				
Address of the Bidder				
Name & Designation of Authorised person				
Contact information	Mobile no:	Telephone No :	Fax No:	Email :
<u>Bank details of the Service Provider</u>				
Bank Name				
Bank Address				
Bank Account No				
IFSC Code				
PAN No.				
TIN No.				

Signature & Stamp of the Bidder

Date:

Declaration

1. I, Son/Daughter of Shri Proprietor / Partner / Director / Authorized Signatory of competent to sign this declaration and execute this bid document.
2. I have carefully read and understood all the terms and conditions of the bid and hereby convey my acceptance of the same.
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.

Signature:.....

Name:.....

Designation:.....

Date:

Executive summary of the proposed solution

Bidders are required to provide an executive summary of the solution provided along with schematic layout, link built-up from nearest POP and thereafter to backbone, solution highlights and lowlights etc.

Deviations Sheet

Please specify any deviations, if any, you wish to seek from the tender conditions. In case of no such mention in this section, it shall be presumed that you accept all scope, terms and conditions of this document.

Technical Deviations :

Commercial Deviations :

Any other:

UNDERTAKING

This is to confirm that we M/s _____ (give full address) have not been delisted/banned/debarred in any of the government department and public sector undertaking /enterprise in India and central Vigilance commission, in last three financial year (2015-16, 2016-2017 & 2017-18).

If the above information found false at any stage after the placement of Work Order, EdCIL (India) Limited (Ed.CIL), Plot No. 18A, Sector 16A, Noida UP – 201301 (hereinafter called Buyer) will have full right to cancel the Purchase Order and forfeit the Performance Guarantee. All the direct and indirect cost related to the cancellation of the order will be borne by us besides any legal action by Ed.CIL which may be deemed fit at that point of time.

Authorized Signatory

Name of the Bank: -----

To,
EdCIL (India) Ltd,**PERFORMANCE GUARANTEE FORMAT**

In consideration of the Chairman & Managing Director acting through----- (Designation & address of Contract Signing Authority), (hereinafter called "EdCIL (India) Ltd") having agreed under the terms and conditions of agreement/Contract Acceptance letter No.----- dt.----- Made between----- (Designation & address of contract signing Authority) and ----- (herein after called "the said Supplier(s)" for the work----- (here in after called "the said agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for ₹ ₹only)) as a performance security Guarantee Bond from the Supplier for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We----- (indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the EdCIL (India) Ltd an amount not exceeding ₹ (₹only) on demand by the EdCIL (India) Ltd.

2. We----- (indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the EdCIL (India) Ltd through the Chief General Manager, EdCIL (India) Ltd, Noida or ----- (Designation & Address of contract signing authority) EdCIL (India) Ltd , stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the EdCIL (India) Ltd by reason of any breach by the said Supplier of any of the terms of conditions contained in the said agreement or by reason of the Supplier failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ .. (₹ Only).

3. (a) We ----- (indicate the name of Bank) further undertake to pay to the EdCIL (India) Ltd any money so demanded notwithstanding any dispute or dispute raised by the Supplier in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

(b) The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Supplier shall have no claim against us for making such payment.

4. We,----- (indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the EdCIL (India) Ltd under or by virtue of the said

agreement have been fully paid and its claims satisfied or discharged by
(Designation & Address of contact signing authority) on behalf of the EdCIL (India) Ltd, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Supplier and accordingly discharges this guarantee.

5. (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the EdCIL (India) Ltd or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the EdCIL (India) Ltd within validity/ extended period of validity of guarantee from the date aforesaid.
(b) Provided always that we..... (indicate the name of the Bank) unconditionally undertakes to renew this guarantee on to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the EdCIL (India) Ltd. If the guarantee is not renewed or the period extended on demand, we (indicate the name of the Bank) shall pay the EdCIL (India) Ltd the full amount of guarantee on demand and without demur.
6. We, (indicate the name of Bank) further agree with the EdCIL (India) Ltd that the EdCIL (India) Ltd shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the EdCIL (India) Ltd against the said Supplier and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier or for any bearance act or omission on the part of the EdCIL (India) Ltd or any indulgence by the EdCIL (India) Ltd to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relive us from the liability.
7. This guarantee will not be discharged by any change in the constitution of the Bank or the Supplier(s).
8. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the EdCIL (India) Ltd in writing.
9. This guarantee shall be valid upto (Date of Completion plus Maintenance Period). Unless extended on demand by EdCIL (India) Ltd. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... (Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated: the day of for
(indicate the name of bank)

Witness

Signature of Banks Authorised official
(Name)-----
Designation with Code No. -----
Full Address-----