

**REQUEST FOR PROPOSAL
FOR
PROVIDING P2P LEASED LINE CONNECTIVITY IN
GOVERNMENT OFFICES UNDER NII PILOT AND
EMPANELMENT OF SERVICE PROVIDER FOR
CHANDIGARH ADMINISTRATION**

Society for Promotion of IT in Chandigarh (SPIC)

EDC Building, IT Park Chandigarh

Under the aegis of

**Department of Information Technology, Chandigarh Administration
5th Floor, Additional Deluxe Building, Sector 9-D, Chandigarh – 160009**

Phone: 0172-2740641, Fax: 0172-2740005

Website: <http://chandigarh.gov.in>

Important Dates

S. No.	Particular	Details
1.	Start date of issuance of RFP document	17.05.2017
2.	Last date for Submission of Queries	24.05.2017 at 5 PM
3.	Pre-Bid Conference	26.05.2017 at 11 AM
4.	Issue of Corrigendum (if required)	29.05.2017
6.	Last date and time for RFP Submission	12.06.2017 at 3 PM
7.	Date and time of opening of Bids	12.06.2017 at 3.30 PM
8.	Date and Time of Financial Bid	Will be intimated to the technically qualified bidders.

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1. RFP for Providing P2P Leased-line Connectivity in Government Offices under NII and Empanelment of Service Provider for Chandigarh Administration

1.1. Fact Sheet

Clause	Topic
Section 3.4.2	RFP can be downloaded from http://etenders.chd.nic.in/
Section 3.4.3	Earnest Money Deposit of amount ₹10,00,000/- by Demand Draft or FDR or Bank Guarantee in favour of "Society for Promotion of IT in Chandigarh" and payable at Chandigarh from any of the scheduled commercial bank
Section 3.3	A pre-bid meeting will be held as per date mentioned above. The name, address, and telephone numbers of the Nodal Officer is: CEO- SPIC Society for Promotion of IT in Chandigarh (SPIC) EDC Building, IT Park Chandigarh Chandigarh-160101 info@spicindia.com 0172-2970450-52 All the queries should be received on or before stipulated date and time, either through post or email.
Section 3.5.2	Proposals should be submitted in the following language(s): English
Section 3.6.2	Proposals must remain valid 180 days after the submission date
Section 3.4.4	All the proposal should be submitted through eTender at http://etenders.chd.nic.in/
Section 3.5.3	The proposal submission address is on line through http://etenders.chd.nic.in/

1.2. Request for Proposal

Online bids are invited from eligible, reputed, qualified firms with sound technical and financial capabilities for design, development, implementation and maintenance of network solution as detailed out in the Scope of Work under Section 6 of this RFP Document. This invitation to bid is open to all Bidders meeting the minimum eligibility criteria as mentioned in Section 4.1 of this RFP Document.

1.3. Structure of the RFP

This Request for Proposal (RFP) document for SPIC comprise of the following.

- I. Instructions on the Bid process for the purpose of responding to this RFP. This broadly covers:
 - a. General instructions for bidding process
 - b. Bid evaluation process including the parameters for Pre-qualification, Technical evaluation and commercial evaluation to facilitate SPIC in determining bidder's suitability as the implementation partner
 - c. Payment schedule
 - d. Commercial bid and other formats
- II. Functional and Technical Requirements of the project. The contents of the document broadly cover the following areas:
 - a. About the project and its objectives
 - b. Scope of work for the Implementation Partner
 - c. Functional and Technical requirements
 - d. Project Schedule
 - e. Service levels for the implementation partner

The bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating bidder's suitability to become the implementation partner of SPIC.

The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in 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 the proposal.

2. Background Information

2.1. Basic Information

- a. Society for Promotion of IT in Chandigarh and SPIC invites responses ("Tenders") to this Request for Proposals ("RFP") from Systems Implementation Agencies/Partners ("Bidders") for the provision of **"PROVIDING P2P LEASED LINE CONNECTIVITY IN GOVERNMENT OFFICES UNDER NII AND EMPANELMENT OF SERVICE PROVIDER FOR CHANDIGARH ADMINISTRATION"** as described in Section 6 of this RFP, "Scope of Work" ("the System Implementations/Turnkey Solutions").
- b. Any contract that may result from this Government procurement competition will be issued for a term of 3 years ("the Term"). This period includes work to be undertaken for NII specific work and any work given as Empanelled agency for Chandigarh Administration by SPIC, Department of IT or any entity under Chandigarh Administration.
- c. The SPIC reserves the right to extend the Term, beyond the period specified at (b) above, for a period or periods of up to 2 years on the same terms and conditions, subject to the SPIC's obligations at law.

- d. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received late WILL NOT be considered in this procurement process.

2.2. Project Background

Government of India has initiated steps for creation of a National Information Infrastructure (NII) as a significantly upgraded infrastructure from technological, administrative and e-governance perspectives.

The vision of NII is to provide a secure, scalable and on demand public information infrastructure to government agencies and citizens. It will leverage existing ICT and human resources available in the country at all levels to minimize capital investment and operating expenditure. NII shall leverage emerging technologies such as Cloud computing to meet increasing demand for network bandwidth, storage and IT applications arising from greater e-enablement of government services. NII shall also effectively address the challenges that remain in the current infrastructure – capacity constraints, cyber security vulnerabilities, non-availability of robust last mile connectivity and limited network redundancy.

It has been visualised that the availability of a ubiquitous network, connectivity through mobile technologies, broadband internet, fibre penetration upto all 2.5 Lakh Panchayats, wired and wireless connectivity in the villages, affordable devices and software applications and solutions will enable access to various electronic services and information anywhere anytime through various devices including mobile handsets and tablets etc.

The objectives of the scheme are:

1. To integrate the existing networks and infrastructure of SWAN, NKN, SDC, NDC, NICNET, NOFN under MMPs and leverage it fully to enhance its potential and utility and ensure economy in expenditure.
2. Establish an appropriate institutional structure for NII that addresses the requirements of policy making and overall coordination amongst stakeholders as users and owners of infrastructure.
3. Coordinate provision of ICT infrastructure (compute, storage, network and gateway) to government departments and agencies/stakeholders on demand.
4. Creating an integrated and secured communication network from the current fragmented infrastructure that will provide data, voice and video services on the same platform. This would also fully integrate the GI Cloud (MeghRaj) platform.

5. Evolve and enforce a standard security framework across government data centres and networks.
6. Ensure high availability through redundant paths for existing networks.
7. Build common services used by all government departments to facilitate interoperability and ease of procurement.
8. Ensure that the ICT infrastructure is IPv6 enabled, scalable, inter-operable, virtualized using cloud based services and in conformity with the open standards policy of Government of India.

Chandigarh has been selected as one of States / UTs have been chosen for pilot implementation

As regards the Chandigarh Administration, the following are the implications:

1. Existing SWAN infrastructure at SHQ (NDC, UT Secretariat, Sector9) and 7 POPs (MCC-17,RLA-17,DC Office-17, GMSH-16, GMCH-32, SDM(E) and SDM(S)) to be upgraded.
2. Providing network presence at all the 12 Gram Panchayats. 36 horizontal offices in GPs will be covered.
3. Leverage existing NOFN infrastructure.
4. Providing network connectivity to 64 horizontal offices in Urban Chandigarh
5. Upgradation of connectivity at Sampark Centres

This RFP is broadly for providing connectivity to offices in Urban Chandigarh.

3. Instructions to the Bidders

3.1. General

- a. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the SPIC on the basis of this RFP
- c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the SPIC. Any notification of preferred bidder status by the SPIC shall not give rise to any enforceable rights by the Bidder. The SPIC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the SPIC.
- d. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

3.2. Compliant Proposals / Completeness of Response

- a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP;
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - iii. Comply with all requirements as set out within this RFP.

3.3. Pre-Bid Meeting & Clarifications

3.3.1. Pre-bid Conference

- a. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to:

CEO- SPIC
Society for Promotion of IT in Chandigarh (SPIC)
EDC Building, IT Park Chandigarh
Chandigarh-160101
info@spicindia.com
0172-2970450-52

by post, or email on or before the specified date (see Important Dates)

- b. SPIC shall hold a pre-bid meeting with the prospective bidders on specified date (see Important Dates) at

Society for Promotion of IT in Chandigarh (SPIC)
EDC Building, IT Park Chandigarh
Chandigarh-160101

- c. The queries should necessarily be submitted in the following format:

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification
1.			
2.			

3.			
4.			

- d. SPIC shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by SPIC.

3.3.2. Responses to Pre-Bid Queries and Issue of Corrigendum

- a. The Nodal Officer notified by the SPIC will endeavor to provide timely response to all queries. However, SPIC makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does SPIC undertake to answer all the queries that have been posted by the bidders.
- b. At any time prior to the last date for receipt of bids, SPIC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the <http://etenders.chd.nic.in/>.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, SPIC may, at its discretion, extend the last date for the receipt of Proposals.

3.4. Key Requirements of the Bid

3.4.1. Right to Terminate the Process

- a. SPIC may terminate the RFP process at any time and without assigning any reason. SPIC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by SPIC. The bidder's participation in this process may result SPIC selecting the bidder to engage towards execution of the contract.

3.4.2. RFP Document

- a. The bidder may download the RFP documents from the website <http://etenders.chd.nic.in/>. No tender fees are required.

3.4.3. Earnest Money Deposit (EMD)

- a. Bidders shall submit, along with their Bids, EMD of Rs. 10,00,000/- only, in the form of a Demand Draft or a FDR or Bank Guarantee (in the format specified in Appendix I: Form 3) issued by any scheduled nationalized bank, payable/pledged in favour of CEO, SPIC, payable at Chandigarh, and should be valid for 6 months from the due date of the tender / RFP.

- b. EMD of all unsuccessful bidders would be refunded by SPIC. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix III.
- c. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
 - a. If a bidder withdraws its bid during the period of bid validity.
 - b. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

3.4.4. Submission of Proposals

- a. The bidders should submit their responses as per the format given in this RFP through Online tender <http://etenders.chd.nic.in/>
- b. **No commercial Proposal** should be submitted in the hard format or CDs
- c. Please Note that Prices should not be indicated in the Pre-Qualification Proposal.
- d. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- e. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- f. All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.

3.4.5. Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

3.5. Preparation and Submission of Proposal

3.5.1. Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by SPIC to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

SPIC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.5.2. Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

3.5.3. Venue & Deadline for Submission of Proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to SPIC through Online tender <http://etenders.chd.nic.in/>

Also proposals (except commercial proposal), in its complete form in all respects as specified in the RFP, must be submitted to SPIC at the address specified below:

Addressed To

CEO- SPIC
Society for Promotion of IT in Chandigarh (SPIC)
EDC Building, IT Park Chandigarh
Chandigarh-160101
info@spicindia.com
0172-2970450-52

Last Date & Time of Submission

Refer: Important Dates

3.5.4. Late Bids

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. SPIC shall not be responsible for any website issues while uploading.
- d. SPIC shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- e. SPIC reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

3.6. Evaluation

- a. The decision of the Department in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- b. The Department may ask for meetings with the Bidders or through eMail to seek clarifications on their proposals
- c. The Department reserves the right to reject any or all proposals on the basis of any deviations.

3.6.1. Tender Opening

The Proposals submitted up to last date will be opened at SPIC office on the stipulated above mentioned date and time by any officer authorized by SPIC, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

3.6.2. Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

3.6.2.1. Tender Evaluation

- a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals :
 - i. Are not submitted in as specified in the RFP document
 - ii. Received without the Letter of Authorization (Power of Attorney)
 - iii. Are found with suppression of details
 - iv. With incomplete information, subjective, conditional offers and partial offers submitted
 - v. Submitted without the documents requested in the checklist
 - vi. Have non-compliance of any of the clauses stipulated in the RFP
 - vii. With lesser validity period
 - viii. Invalid or No EMD
- b. All responsive Bids will be considered for further processing as below.

SPIC will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

4. Criteria for Evaluation

4.1. Eligibility Criteria

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	ISP	The bidder should be TRAI / DOT approved "Class A" or "Class B" Internet Service Provider (ISP)	TRAI / DoT Certificate
2.	Sales Turnover	Annual Sales Turnover generated from ISP services only during each of the last three financial years (as	Audited Balance sheet and Profit &

S. No.	Basic Requirement	Specific Requirements	Documents Required
	in System Integration	per the last published Balance sheets), should be at least ₹ 10 crores	Loss; OR Certificate from the statutory auditor
3.	Technical Capability	<p>Agency must have successfully completed at least the following numbers of engagement(s) involving Point to Point leased line services in government / PSU organizations ISP services of value specified herein :</p> <p>One project of similar nature not less than the amount ₹ 40 lakhs; OR</p> <p>Two projects of similar nature not less than the amount equal ₹ 30 lakhs each ; OR</p> <p>Three projects of similar nature not less than the amount equal ₹ 20 lakhs each</p> <p>Similar Implies: related to commissioning of P2P leased line</p>	<p>Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR</p> <p>Work Order + Phase Completion Certificate from the client</p>
4.	Legal Entity	Should be Company registered under Companies Act, 1956 or a partnership firm registered under LLP Act, 2008	<p>Certificates of incorporation</p> <p>and</p> <p>Valid Sales Tax TIN number</p> <p>and</p> <p>Registration Certificates</p>
5.	Consortium Bidding	Consortiums are not allowed. The bidder must be single vendor. The bidder may outsource the end point networking work.	Self Undertaking

S. No.	Basic Requirement	Specific Requirements	Documents Required
6.	Local Office	The company must have a local office in Tri-city viz. Panchkula, Mohali, Chandigarh	Lease/Rent Agreement in the name of the organization or other legal document
7.	Blacklisting	A self certified letter by the authorized signatory of the bidder that the bidder has not been blacklisted by any Central / State Government (Central/State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices as of 29.02.2016 must be submitted on original letter head of the bidder with signature and stamp.	A Self Certified letter by an authorized signatory

4.2. Technical Qualification Criteria

Not Applicable for this tender but the bidder should be eligible as per the eligibility criteria as above.

4.3. Scoring Model

Not Applicable for this tender.

4.4. Commercial Bid Evaluation

- a. The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b. The Bidder, who has submitted the lowest Commercial bid, shall be selected as the L1 and shall be called for further process leading to the award of the assignment
- c. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d. The bid price will not include service tax only but it will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- e. Any conditional bid would be rejected

- f. Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

5. Appointment of Systems Implementation Agency

5.1. Award Criteria

SPIC will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

5.2. Right to Accept Any Proposal and To Reject Any or All Proposal(s)

SPIC reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals 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 SPIC action.

5.3. Notification of Award

Prior to the expiration of the validity period, SPIC will notify the successful bidder in writing or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, SPIC, may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, SPIC will notify each unsuccessful bidder and return their EMD.

5.4. Contract Finalization and Award

The SPIC shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by CVC.

On this basis the draft contract agreement / work order would be finalized for award & signing.

The selected bidder may or may not be empanelled as the agency for providing network connectivity in offices of Chandigarh Administration. However, Chandigarh Administration, SPIC or Department of IT reserves right to give work to any other agency also during the term at its own discretion.

5.5. Performance Guarantee

The SPIC will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the total cost of ownership for one year. The Performance Guarantee should be valid for a period of 39 months. The Performance

Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the SPIC at its discretion may cancel the order placed on the selected bidder without giving any notice. SPIC shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or SPIC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

5.6. Signing of Contract

After the SPIC notifies the successful bidder that its proposal has been accepted, SPIC shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between SPIC and the successful bidder. The SPIC may also issue a work order on similar lines instead.

5.7. Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event SPIC may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the SPIC shall invoke the PBG of the most responsive bidder.

6. Scope of Work

6.1. Scope of Work – NII Specific

In this Section, Scope of work is detailed out as follows:

- a. ISP would provide P2P leased line connectivity on uncompressed, unshared leased line (OFC) to horizontal offices in Chandigarh from NIC SHQ, Sector 9. A tentative list of offices is enclosed in Annexure-A
- b. The network from P2P locations is to be extended through LAN. The ISP would also be responsible for providing due support to the vendor engaged for extending the LAN.
- c. The ISP would be responsible for installation, commissioning, testing & up keep of the complete link for the duration of the project. ISP shall undertake installation & configuration of modems, routers or any such associated Fiber-optic equipment to make the entire system working to provide sustained bandwidth. The consumables if any (Fiber Patch Cords, ISP Rack, LIU, UTP patch cords, Media Convertors, Power Cables etc) will be provided by ISP only adding no additional cost.
- d. The hardware and software required for the establishment of fully functional leased line will be provided by the ISP on rental basis. The ISP would only be provided end point router and/or switch by the office which is to be installed and configured by the ISP only. The

technical specification of routers and switches is at Annexure-B. The ISP would be required to pick and install the hardware at requisite location.

- e. All necessary clearances shall be the sole responsibility of the service provider. Successful ISP shall be responsible for getting the necessary permission from user and the local government agencies/regulatory bodies for laying of cables, digging of roads, re-carpeting etc. and other infrastructure required for the project. No additional cost /charges would be payable by the purchaser as connectivity is on rental / lease basis only.
- f. The minimum guaranteed bandwidth taken from the ISP is 4 Mbps. The buyer may however request for higher or lower bandwidth during the course of the project.
- g. Maintenance support service (24 hours and 7 days a week) for Bandwidth and equipment.
- h. All the links must be delivered on fibre only. However the purchaser may relax the condition of last mile on fibre in exceptional circumstances subject to upper limit of around 10 % of total ordered circuits at any single point of time during the complete period of contract. The ISP would be required to provide the interim solution at no additional cost. In case of future upgrades the ISP would be required to bear additional one-time cost of migration to fiber.
- i. ISP would ensure that the provisioning does not violate regulations as laid by Government of India / DoT / TRAI / Chandigarh Administration / others in respect of such links / networks.
- j. ISP would ensure adherence of Service Level Agreement. The ISP should submit the monthly report of all the link w.r.t all SLA parameters to the purchaser latest by 5th day of next month.
- k. ISP shall be completely responsible for providing comprehensive support to the purchaser during the entire period of service contract and extension period, if any.
- l. The ISP should assist in proactively monitoring complete network (end-to-end) and for registering the complaints for any issue in the network
- m. The ISP must provide access to a single fully functional Customer Service Centre(s)/Contact Support Centre with 24 X 7 X 365 support. The ISP should have Toll Free number for fault registering within Chandigarh tri-city region, operating on 24 X 7 X 365 basis. List of Customer Service Centre(s) must be enclosed with technical bid.
- n. Vendor should provide the Escalation procedure and matrix for customer complaints.
- o. The vendor has to provide onsite support, when required.
- p. The vendor may also be required to add new locations as per existing terms for which rent would be paid separately.
- q. All the work undertaken should be state of the art and the purchaser reserves the right to direct the vendor to undertake work otherwise.

6.2. Scope of Work – for Empanelment

- a. The scope of work would be work of similar nature as identified for NII.
- b. The selected ISP would be required to provide connectivity or extending fibre LAN at any location within Chandigarh including rural area.
- c. The scope would also include increasing bandwidth required at any location already provided having connectivity.
- d. All terms and conditions as identified in this tender will be applicable during the empanelment period.

7. Deliverables & Timelines

S. No.	Project Activity	Deliverables	Timelines (from Signing of Contract / Issuance of Work order)
1.	50% of the P2P locations	Commissioning of site with required connectivity	15 days
2.	25% of P2P locations	Commissioning of site with required connectivity	30 days
3.	25% of P2P locations (assuming ROW permission if required)	Commissioning of site with required connectivity	60 days

The vendor would be required to successfully deploy the system in 15 days for every new location. Also simultaneous work on multiple locations will need to be carried out.

8. Service Levels

This Section describes the service levels that have been established for the Services offered by the ISP. The ISP shall monitor and maintain the stated service levels to provide quality customer service to the department.

System availability is defined as:

$$\{(Scheduled\ operation\ time - NW\ downtime) / (Scheduled\ operation\ time)\} * 100\%$$

Where:

1. **“Scheduled operation time”** means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.

Calculation – Total Operation Time for the month (min) – Planned downtime (min)

2. **“NW downtime”** subject to the SLA, means accumulated time during which the any office is inoperable due to in-scope system or NW failure, and measured from the time staff and/or technical team log a call with the SP help desk of the failure or the failure is known to the SP from the availability measurement tools to the time when the location / office is returned to proper operation.

3. The business hours are 8 AM to 8 PM on any calendar day the any of the department / office is operational. The SP however recognizes the fact that the offices will require to work beyond the business hours.

4. NW will be supported on 24x7x365 days basis. Outage shall commence when the infrastructure fails.

5. Typical Resolution time will be applicable only if any NW equipment or Infrastructure or NW is down.

Service Levels:

LEVEL	Type of Infrastructure	Function / Technology	TYPICAL RESPONSE & RESOLUTION
Critical	NW Connectivity	Alternate MPLS, Wireless, P2P	As per the Table below

Service Levels will include Availability measurements & Performance measurements

Availability Report will be provided on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to this Department by the SP at the end of every month containing the summary of all incidents (Monthly Call Summary Report) reported and associated SP performance measurement for that period. All Availability Measurements will be on a monthly basis for the purpose of Service Level reporting.

Audits will normally be done on monthly / quarterly basis or as required by the department and will be performed by department or its designated team/ staff

I. Availability Measurements:

Level	Type of Infrastructure	Measurement*	Expected Service Level
Critical	Point to Point (P2P), Internet Bandwidth	Quarterly basis for each location separtely	99.5%

Uptime Percentage	Penalty Details
>= 99.5%	No Penalty
<=99.5% and > 99%	1% of cost of quarterly rental charges
<=99% <= and > 98%	2% of cost of quarterly rental charges
< 98%	Penalty at an incremental rate of 1% (in addition to a base of 2%) of cost of quarterly rental charges for every 0.1% lower than the stipulated uptime

The SLA charges will be subject to an overall cap of 10% of the quarterly rental and thereafter, the department has the right to cancel the contract or deduct the whole month's rental charge Record and data for the Service Availability computations and determinations as available in 'Downtime/ Availability' report.

Rental charges shall be as per the definition provided by the bidder in the commercial proposal.
Availability Service Level Default

- Availability Service Level will be measured on a quarterly basis.
- The SP's performance to Availability Service Levels will be assessed against Minimum Service Level requirements on a monthly basis for each criteria mentioned in the Availability measurement table
- An Availability Service Level Default will occur when the bidder fails to meet Minimum Service Levels, as measured on a monthly basis, for a particular Service Level.

FAULT REPORTING, TROUBLE TICKETING AND CALL CLOSURE PROCEDURE

1) The staff shall notify the Service Provider HELPDESK to report a Service Outage. The Service Provider HELPDESK shall have a Trouble Ticket opened for the Department or any of the location and staff shall quote the Trouble Ticket Number in all future communication.

- 2) Upon opening of a Trouble Ticket, Service Provider shall investigate the reported Service Outage and shall promptly rectify the same.
- 3) In case the Call is related to any equipment or performance, or any repair, which would cause a Service Outage, appropriate notice shall be sent to the Department, before taking the equipments in maintenance.
- 4) Any call, which is not resolved within 1 hour of reporting, must be informed to Department.
- 5) Service Provider shall attempt to resolve all Trouble tickets. The resolution could be repair / replacement or providing a work around which does not hamper the normal productivity of the Department/s.
 - a. Upon such rectification, Service Provider shall communicate the same to the concerned Department and close the Trouble Ticket. Service Provider shall ensure that call closure is done after Department's acknowledgement.
 - b. The service window for all the calls shall be 24x7x365 days.

9. Payment Procedure and Terms

9.1. Paying Authority

The payments as per the Payment Schedule covered hereinabove shall be paid by this office. However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/installation/re-installation, live running and service report from the concerned sites where the purchased equipments have been delivered. Also the bidder has to submit the certificate of insurance covering all the risks during transit, storage, installation, commissioning, testing and handling including third part liabilities.

At a later stage SPIC or Department of IT may consider passing ownership of the connection to the concerned office and Department who would be making quarterly payments to the selected service provider. The same shall be informed to the bidder well in advance.

9.2. Payment Schedules

- a. The payment will be made location wise on a quarterly basis.
- b. Payment for P2P each location would be paid as connectivity rent against invoice. The selected bidder would be required to raise quarterly bills for each location.
- c. In the current tender charges for only 4 mbps connectivity have been sought. However, the bidders may be required to provide higher or lower bandwidth at proportionate prices say for example 8 mbps for Rs 2X rental where Ra X is the rental for 4 mbps.
- d. The same payment terms shall be followed for any other location not under NII but under empanelment work.

10. Fraud and Corrupt Practices

- a. The Bidders/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the SPIC shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the SPIC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
- b. Without prejudice to the rights of the SPIC under Clause above and the rights and remedies which the SPIC may have under the LOI or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Systems Implementation Agency shall not be eligible to participate in any tender or RFP issued by the SPIC during a period of 2 (two) years from the date such Bidder or Systems Implementation Agency, as the case may be, is found by the SPIC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the SPIC who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the SPIC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the SPIC in relation to any matter concerning the Project;

- ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by SPIC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

11. Conflict of Interest

- a. A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the SPIC shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the SPIC for, inter alia, the time, cost and effort of the SPIC including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the SPIC hereunder or otherwise.
- b. The SPIC requires that the Implementation Agency provides solutions which at all times hold the SPIC’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Systems Implementation Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the SPIC.
- c. Without limiting the generality of the above, an Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - i. the Bidder, its consortium member (the “Member”) or Associates (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other

person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on

- a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- ii. a constituent of such Bidder is also a constituent of another Bidder; or
 - iii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - iv. such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
 - v. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Bidder; or
 - vi. there is a conflict among this and other Systems Implementation/Turnkey solution assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Systems Implementation Agency will depend on the circumstances of each case. While providing software implementation and related solutions to the SPIC for this particular assignment, the Systems Implementation Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - vii. A firm hired to provide System Integration/Turnkey solutions for the implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
- d. An Bidder eventually appointed to implement software solutions for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to software solutions delivered to the SPIC in continuation of this systems implementation or to any subsequent systems implementation executed for the SPIC in accordance with the rules of the SPIC.

12. Terms and Conditions

The SPIC will enter into a contract or issue a work order to the selected bidder. The following (but not limited to) will be the conditions:

12.1. Termination Clause

12.1.1. Right to Terminate the Process

SPIC reserves the right to cancel the work order / contract placed and recover expenditure incurred by SPIC under the following circumstances:-

- a. The vendor commits a breach of any of the terms and conditions of the bid.
- b. The bidder goes into liquidation, voluntarily or otherwise.
- c. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- d. If the vendor fails to complete the assignment as per the time lines prescribed in this work order and the extension if any allowed, it will be a breach of terms and conditions of this work order. The SPIC reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- e. If deductions of account of penalties & liquidated damages exceeds more than 10% of the total project price.
- f. In case the vendor fails to deliver the quantity as stipulated in the delivery schedule, SPIC reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the vendor.
- g. After award of the work, if the vendor does not perform satisfactorily or delays execution of the assignment, SPIC reserves the right to get the balance work executed by another party of its choice by giving one month's notice for the same. In this event, the vendor is bound to make good the additional expenditure, which SPIC may have to incur in executing the remaining work. This clause is applicable, if for any reason, the work order is cancelled.
- h. SPIC reserves the right to recover any dues payable by the vendor from any amount outstanding to the credit of the vendor, including the pending bills and/or invoking the bank guarantee.
- i. The vendor shall not assign or sublet the task / scope of work or any part or it without written permission from SPIC. In case of non compliance of this Para, the work order may be cancelled and the damages, if any, may be recovered from the vendor.
- j. The vendor acknowledges that he has fully acquainted himself with all conditions and circumstances under which he has to complete the job with all the terms, clauses, conditions, specifications and other details of this work order

12.1.2. Consequences of Termination

- a. In the event of termination of the work order due to any cause whatsoever, (whether consequent to the stipulated term of the work order or otherwise), SPIC shall be entitled to

impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the work.

- b. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions that are expressly or by implication intended to come into or continue in force on or after such termination.

12.2. Dispute Resolution Mechanism

The vendor and the SPIC shall endeavor their best to amicably settle all disputes arising out of or in connection with this assignment in the following manner:

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between CEO, SPIC of SPIC and the Authorized Official of the vendor. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Chandigarh and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Secretary IT, Chandigarh Administration shall be the sole arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at Chandigarh. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Chandigarh alone shall have the jurisdiction in respect of all matters connected with this work even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a

court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of this work order notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

12.3. Notices

Notice or other communications given or required to be given shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

12.4. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the vendor or SPIC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the work, such as:

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- c. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The bidder or SPIC shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of work by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the work order.

Annexure-A

Indicative List of offices requiring P2P Connectivity. (More offices to be added later-on.)

1	Ayush Dispensary, Sec-24/B
2	Chandigarh Housing Board, Sec-9
3	CITCO, Sec-17/B
4	Chandigarh Helpline and Child and Women Helpline 181 Sec 19
5	Forests & Wildlife, Sec-19
6	Zila Sainik Welfare , Sec-21
7	Govt. Museum & Art Gallery, Sec-10
8	Indian Council For Child Welfare, Sec-23 Bal Bhawan
9	Indian Red Cross Society, Sec-11
10	Labour Department, Sec-30
11	Civil Dispensary, Manimajra
12	Ram Dharbar Industries, Industrial Area Ph-2
13	State Library, Sec-34
14	Tagore Theatre Society, Sec-18
15	Technical Education, Sec 12
16	U.T Guest house, Sec-6
17	STA Sector 18
18	Government Press, Sector 18
19	Civil Dispensary, Sector 22
20	Central Treasury, Sector 17

The bandwidth provision for each location will vary upon requirement.

Annexure-B

Sr. No.	Model	Location
1	ASR1006: Cisco ASR1006 Chassis, Dual P/S	SHQ, Sector 9, Already Installed
2	ISR4451-X/K9: Cisco ISR 4451 (4GE,3NIM,2SM,8G FLASH,4G DRAM)	POP Locations, Already Installed
3	C841M-4X/K9: Cisco 800M Router 4 port GE LAN, 2 port GE WAN, 2 WIM Slots	To be installed at P2P locations. To be connected with Main Router at Sr.No. 1 above.
4	SLM2024T-EU: SG200-26 26-port Gigabit Smart Switch	To be installed at (LAN extended) horizontal location with the nearest pop

Appendix I: Pre-Qualification or Eligibility Templates

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

Forms to be used in Pre-Qualification Proposal

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidder

Form 3: Bank Guarantee for Earnest Money Deposit

Form 1: Compliance Sheet for Pre-qualification Proposal

#	Basic Requirement	Required	Provided	Reference & Page Number
1.	Document Fee	Demand Draft	Yes / No	
2.	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory	Yes / No	
3.	Particulars of the Bidders	As per Form 2	Yes / No	
4.	Earnest Money Deposit	Demand Draft / Bank Guarantee (Form 3)	Yes / No	
5.	ISP	TRAI / DoT Certificate		
6.	Sales Turnover in System Integration	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor	Yes / No	
7.	Technical Capability	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory	Yes / No	

		Auditor); OR Work Order + Phase Completion Certificate from the client		
8.	Legal Entity	a. Certificate of incorporation & b. Valid Sales Tax TIN number & c. Registration Certificates	Yes / No	
9.	Consortium Bidding	Self Undertaking (Not part of consortium)	Yes / No	
10.	Local Office	Lease / Rent Agreement in the name of the organization or other legal document	Yes / No	
11.	Blacklisting	A Self Certified letter by an authorized signatory	Yes / No	

Form 2: Particulars of the Bidder

Sl No.	Information Sought	Details to be Furnished
A	Name and address of the bidding Company	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Year of Establishment	
D	Date of registration	
E	ROC Reference No.	
F	Details of company registration	
G	Details of registration with appropriate authorities for service tax	
H	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

Form 3: Bank Guarantee for Earnest Money Deposit

To,
CEO- SPIC
Society for Promotion of IT in Chandigarh (SPIC)
EDC Building, IT Park Chandigarh
Chandigarh-160101
0172-2970450-52

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <SPIC>

Know all Men by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <SPIC> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - (a) Withdraws his participation from the bid during the period of validity of bid document; or
 - (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)

II. This Bank Guarantee shall be valid upto <<*insert date*>>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<*insert date*>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Form 5: Letter of Proposal

To

CEO- SPIC
Society for Promotion of IT in Chandigarh (SPIC)
EDC Building, IT Park Chandigarh
Chandigarh-160101

Subject: Submission of the Technical bid for <Name of the Systems Implementation assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions to the SPIC on <Name of the Systems Implementation engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <90> days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

Form 6: Project Citation Format

General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the projects	
Copy of Work Order	

Appendix II: Commercial Proposal Template

(Not to be submitted but to be filled online only)

Tender Inviting Authority: CEO, SPIC, Chandigarh Administration						
Name of Work: REQUEST FOR PROPOSAL FOR PROVIDING CONNECTIVITY IN GOVERNMENT OFFICES UNDER NII AND EMPANELMENT OF SERVICE PROVIDER						
Contract No: DIT-UT/CHD/2016/01						
Sl. No.	Item Description	Quantity	Units	BASIC UNIT RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Service Taxes	TOTAL AMOUNT In Words
1	Annual rental for 4 mbps point to point lease line connectivity from Sector 9, NIC SHQ to each location	20	Location	X	20X	
Total in Figures					20X	
Quoted Rate in Words						

1. All rates to be quoted in rupees, inclusive of all taxes except Service Tax.
2. Unit rates will be used to make payments in case the quantities varies (increases or decreases).
3. In case any other equipment / component are required to be installed for proper functioning of the system, it is assumed that the vendor would adjust the same in prices quoted above.
4. Monthly rental or quarterly rental will be calculated on proportionate basis only.
5. For bandwidth less than or greater than 4 mbps, multiples / fractions of unit rate would be considered.

Appendix III: e-Tendering Guidelines

The Selected Agencies shall submit their tenders online in electronic format only and with digital signatures for participation in the e-tendering process. The Selected Agencies need to register themselves on the website <http://etenders.chd.nic.in>.

For clarification and necessary information on the process to obtain digital signatures, the Selected Agencies are required to visit www.cca.gov.in and website <http://etenders.chd.nic.in>

Instructions to the Selected Agencies regarding e-tendering process:-

- a. The tenders shall be received electronically only through the website <http://etenders.chd.nic.in> with digital signatures. Tenders without digital signatures will not be accepted by the Electronic Tendering System.
- b. Before submission of online tenders, Selected Agencies must ensure that scanned copies of all the necessary documents including the scanned copy of Processing Fee and Tender Security have been uploaded with the Tender *within the time limit as specified in the tender document*. **The documents to be submitted by the Selected Agencies, as specified in the tender document, could be scanned in low resolution (75-100 DPI), and in gray scale. The PDF so prepared by the Selected Agencies could be shrunk in size and then uploaded by the Selected Agencies. In case of any technical problem, the Selected Agencies are required to contact the SPIC, EDC Building, IT Park Chandigarh-160101 Chandigarh to Sh. Amlan Dey on 0172-2970450-52**
- c. It will be mandatory for all the Selected Agencies to upload all the documents as required in this tender document.
- d. The tender shall be uploaded in 3 covers:-
 - i. **Cover 1:- Pre-Qualification:** It shall contain the demand draft as mentioned in this tender document. The details of the demand draft submitted in hard copy should be the same as submitted online (scanned copies) otherwise the bid will be rejected summarily.
 - ii. **Cover 2:- Technical Bid:** As specified in the tender document, the cover 2 of those Selected Agencies shall only be opened whose cover No. 1 is found to be order and qualify for financial evaluation. It shall contain all the detailed documents as specified in the tender document.
 - iii. **Cover 3:- Financial Bid:** As specified in the tender document, the cover 3 of those Selected Agencies shall only be opened whose cover No. 2 is found to be order and qualify for financial evaluation.
- e. SPIC (DIT), Chandigarh Administration will not be responsible for any delay in online submission of the tenders due to any reason whatsoever.
- f. Tenders will be opened online as per the time schedule as stated in this tender document.

- g. DIT reserves the right to verify the particulars furnished by the Selected Agency independently. If any information furnished by the Selected Agencies found incorrect at a later stage, the Selected Agency shall be liable to be debarred for future bidding in Chandigarh Administration.
- h. All disputes concerning in any way with this project are subjected to Chandigarh Jurisdiction only.
- i. Corrigendum/Addendum to this tender, if any, will be uploaded on the website <http://etenders.chd.nic.in>. This may be noted by the Selected Agency.
- j. Conditional bids, bids without processing fee will be rejected without assigning any reason.
- k. In case, the date of receipt/opening of bid is declared or happens to be a public holiday. The bids will be received /opened on the next working day at the stipulated time.

For any Technical issue related to Electronic Tendering Portal Bidders may contact eProcurement Cell, DIT, Additional Deluxe Building, 5th floor, Sector 9 Chandigarh or email at etender-chd@nic.in Phone No. 0172-2740641, 0172-2740005