

MORMUGAO PORT TRUST
FINANCE DEPARTMENT
IT CELL
NOTICE INVITING ONLINE TENDERS (NIOT)
DETAILS OF TENDER

1	ORGANISATION	MORMUGAO PORT TRUST (MPT)
2	DEPARTMENT & SECTION	FINANCE DEPARTMENT, IT CELL
3	TENDER INVITING AUTHORITY	FINANCIAL ADVISER & CHIEF ACCOUNTS OFFICER, MORMUGAO PORT TRUST ADMINISTRATIVE BUILDING, HEADLAND SADA, GOA 403 804.
4	E-TENDER REFERENCE NO.	FA/IT(7-ERP)/2018/237 DATED 12.02.2018
5	NAME OF THE WORK	PROVISIONING OF BANDWIDTH, SETTING-UP OF IP MPLS L3 VPN AND ROUTER MANAGEMENT FOR CONNECTIVITY BETWEEN MPT OFFICE, HEADLAND SADA, GOA AND SAP INDIA HANA ENTERPRISE CLOUD (HEC) HOSTED AT CTRLS DATA CENTER, NAVI MUMBAI.
6	LAST DATE & TIME FOR RECEIPT OF BIDS	05.03.2018 at 10:00 hrs.
7	BID OPENING DATE	Techno-commercial Bid (Cover-I) will be opened on: 06.03.2018 at 10:00 hrs. Date of opening of Price Bid shall be notified after scrutiny and evaluation of Techno-commercial Bid.
8	BIDDING TYPE	OPEN (E-TENDER MODE ONLY)
9	BID VALIDITY	90 DAYS
10	TENDER CURRENCY TYPE	SINGLE
11	TENDER CURRENCY SETTINGS	INDIAN RUPEE (INR)
12	TENDER FEE	Rs.2,000/-
13	EMD COST	Rs.50,000/-

14	<p>PAYMENT OF TENDER FEE & EMD</p> <p>NOTE: OUR BANK DETAILS ARE PROVIDED AT ANNEXURE VIII</p>	<p>Mode of Payment towards Tender Cost and EMD to be paid online through e-Payment mode before due date via National Electronic Fund Transfer (NEFT) / Real-Time Gross Settlement (RTGS). For Exemption of EMD, the certificate from SSI/MSME/NSIC or any empowered Central/State Govt. Authority shall be uploaded along with the Bid.</p> <p>Note: Any Payments made through NEFT/RTGS will take 24 hours for its reconciliation. Hence the payments through NEFT/RTGS should be made at least TWO BANK WORKING DAYS in advance before any due date and upload the scanned copy of challans in the e-Tender website as a token of payment.</p>
15	<p>FORMAT AND SIGNING OF BID</p>	<p>The Price Bid to be uploaded on-line shall be signed digitally by a person or persons duly authorized to sign on behalf of the Bidders.</p> <p>The Bid shall contain no alterations, additions, except those to comply with instructions issued by the Port.</p>
16	<p>BID OPENING AUTHORITY</p>	<p>FA & CAO / Finance Department Officers</p>
17	<p>ADDRESS</p>	<p>MORMUGAO PORT TRUST</p> <p>Finance Department, Administrative Building, Headland Sada, Goa-403804.</p>
18	<p>CONTACT DETAILS FOR CLARIFICATIONS</p>	<p>1. Asst. Director(EDP) Phone : (0832) 2594419 2. Asst. Manager(EDP) Phone : (0832) 2594423</p>
19	<p>E-TENDERING HELP CONTACT DETAILS</p>	<p>Any queries relating to the process of online bid submission or queries relating to CPP Portal in general directed to the 24x7 CPP Portal Helpdesk.</p>
20	<p>WEBSITE</p>	<p>www.eprocure.gov.in</p>
21	<p>FORMAT AND SIGNING OF BID</p>	<p>The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf of the Bidders.</p> <p>The Bid shall contain no alterations, additions, except those to comply with instructions issued by the Port.</p>

22	ELIGIBILITY CRITERIA	DOCUMENTARY PROOF TO BE UPLOADED
	a. Bidder should be Registered since last 5 (five) years as Company in India under Company ACT 1956 OR Public Sector Undertaking/ Statutory body or Partnership firm/Limited Liability Partnership.	i) Copy of Certificate of Incorporation ii) List of Directors of Company as per Articles/ Memorandum of Association of Company. iii) Attested copy of the partnership deed in case of partnership firm (duly signed by the authorized signatory)
	b. Bidder should be a profit making firm with positive net worth in the last three financial years i.e. 2014-15, 2015-16 and 2016-17.	The bidder shall submit relevant pages of Audited Balance sheet & Profit loss account for the last three financial years or certification to this effect showing profit & net worth issued by Chartered Accountant.
	c. The bidder should be a layer 3 MPLS VPN service provider under the licenses of Government of India or a National Long Distance (NLD) / Basic Service Operator having own MPLS VPN network.	Upload copies of the appropriate license duly signed by the authorized signatory.
	d. The bidder should have been in MPLS- VPN business for a period of at least 5 years as on 31.12.2017	Work order dated prior to 01.01.2013 to be uploaded.
	e. The bidder should have at least 50 operational MPLS POPs across India.	Upload a copy of self declaration duly signed by authorized signatory, on the letter head of the company.
	f. Bidder should have executed successfully minimum ten works pertaining to provision of IP MPLS L3 connectivity of bandwidth equal to/greater than 12 MBPS during last 5 years.	Upload copies of Work Orders executed successfully during the last five years pertaining to provision of IP MPLS L3 connectivity of bandwidth equal to/greater than 12 MBPS.
	g. The bidder should have its Network Operating Centre (NOC) for 24x7x365 support and also redundant NOC in different seismic zone.	Upload a copy of self declaration duly signed by authorized signatory, on the letter head of the company.
	h. The Bidder should not have been black listed / barred by any State Government, Central Government or any other Public Sector undertaking or a MPT or any other Autonomous Organization of Central or State Government as on Bid calling date and there has been no litigation with any government department on account of similar Services.	Undertaking in this regard signed by the authorized signatory (The Certificate should as per Annexure-IV).
	i. The bidder should be registered with Income Tax and have been allotted GST No.	i) Copy of PAN card. ii) Copy of Allotment of GST No.
	j. Authorized signatory to use his/her own digital signature certificate from authorized agency for bidding.	i) For limited Company/Firm-Board Resolution/ Power of Attorney in favour of authorized signatory. ii) For Partnership Firm-Power of Attorney by all partners.
	k. Unconditional Acceptance of Terms and Conditions of the Tender.	Upload copy of Annexure-V
	l. Price Bid	Upload copy of Annexure-I
	m. EMD	Upload Scanned copy of proof of NEFT/RTGS or certificate from SSI/MSME/NSIC or any empowered State/Central Govt. Authority.
	n. Tender Fee	Upload Scanned copy of proof of NEFT/RTGS

ONLINE TENDER DOCUMENT

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1.0 MPT STANDARD TERMS AND CONDITIONS FOR OUTSOURCING

1.1 TENDER DATES:

NIOT will be published on the website www.eprocure.gov.in and www.mptgoa.com.

The tender will have a time schedule along the lines as indicated below:

Sl. No.	Particulars	Date (DD/MM/YYYY)	Time (Hours:Minutes)
a.	Tender Publication Date	12.02.2018	
b.	Document Download Start Date	12.02.2018	
c.	Start Date for seeking Clarifications by e-mail to mptgoa@mptgoa.com	13.02.2018	09:00 hrs.
d.	Last date for seeking Clarification by e-mail to mptgoa@mptgoa.com	20.02.2018	15:00 hrs.
e.	Bid Submission Start Date	13.02.2018	09:30 hrs.
f.	Bid Submission End Date	05.03.2018	10:00 hrs.
g.	Technical Bid Opening date	06.03.2018	10:00 hrs.

1.2 GENERAL TERMS FOR SUBMISSION OF BID:

1.2.1 The bidder has to submit his bids online as per the “2.0 Special Instructions to Bidders for online bid submission” specified in this tender document.

1.2.2 All bids are to be submitted on or before the end date specified hereinabove. Bidders are instructed to refer to website specified in the NIOT for publication of any corrigendum pertaining to change in Scope of Work or any other Tender Conditions, if any before submission of bids.

1.2.3 Clarifications:

Bidders can seek clarifications, if any before the set due date and time for seeking clarifications. The clarifications sought will be furnished by MPT within 4 days to all the bidders who are participating in the tender.

1.2.4 Bid Validity:

The validity period of the bids shall be minimum 90 (ninety) days from the date of tender opening. The bidder shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter any terms/conditions thereof without the written consent of MPT. If a bidder is found violating this condition, MPT shall have right to take appropriate further action.

1.2.5 Prices:

Prices quoted online must be FIRM; otherwise the offer will be rejected. Also prices quoted shall be exclusive of GST. Applicable GST will be paid as applicable.

1.2.6 The Technical-bids shall be evaluated based on the information furnished by bidders. If any clarification is required from the bidder, MPT will seek such clarifications.

1.3 After evaluation of Technical-bids, all the bidders who participated in the tender will get information regarding their acceptance or otherwise of their tender. Thereafter, an e-mail confirmation will be sent to all successful bidders communicating the date and time of opening of Price-bid.

1.4 SUBMISSION OF ON-LINE BID:

Please refer to the sections relating to Special Instructions to Bidders (SITB) for Online Bidding, General Instruction to Bidders (GITB), Minimum Eligibility Criteria & Scope of Work, Commercial Terms & Conditions, Price Bid Schedule etc. of the tender.

We shall be pleased to have your lowest offer on the subject tender.

Thanking you.

**Yours faithfully,
For MORMUGAO PORT TRUST**

**Financial Adviser & Chief Accounts
Officer**

2.0 SPECIAL INSTRUCTIONS TO BIDDERS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

2.1 REGISTRATION

- 2.1.1** Bidders are required to enroll on the e-Procurement Module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2.1.2** As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 2.1.3** Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 2.1.4** Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 2.1.5** Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2.2 SEARCHING FOR TENDER DOCUMENTS

- 2.2.1** There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2.2.2** Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 2.2.3** The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

2.3 PREPARATION OF BIDS

- 2.3.1** Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2.3.2** Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of

documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 2.3.3** Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 2.3.4** To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- 2.3.5** Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

2.4 SUBMISSION OF BIDS

- 2.4.1** Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2.4.2** The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 2.4.3** Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 2.4.4** Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 2.4.5** Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 2.4.6** The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 2.4.7** All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The

confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 2.4.8** The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 2.4.9** Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 2.4.10** The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

2.5 ASSISTANCE TO BIDDERS

- 2.5.1** Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2.5.2** Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

3.0 GENERAL INSTRUCTIONS TO BIDDERS (GITB)

3.1 SCOPE OF SERVICES:

Online Bids are invited from the reputed firms satisfying financial and technical eligibility criteria as indicated in the tender in two cover system (Cover-I:Techno-Commercial Bid & Cover-II : Price Bid) for **PROVISIONING OF BANDWIDTH, SETTING-UP OF IP MPLS L3 VPN AND ROUTER MANAGEMENT FOR CONNECTIVITY BETWEEN MORMUGAO PORT TRUST (MPT) OFFICE, HEADLAND SADA, GOA AND SAP INDIA HANA ENTERPRISE CLOUD (HEC) HOSTED AT CTRLS DATA CENTER, NAVI MUMBAI** in accordance with the Scope of Work specified in this tender. Bidder is required to submit their tender offer in the form of Two-cover system on or before due date (Refer NIOT). The time of opening of technical bid is as indicated at NIOT. The Notice Inviting Tenders (NIOT) issued by MPT forms part of the Tendering Documents.

3.2 COST OF BIDDING :

The bidder shall bear all costs associated with the preparation and submission of the bid, including costs and expenses related to visits to the site and MPT will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3.3 SITE VISIT :

3.3.1 The bidder is advised to visit and examine the Site of Works and its surroundings preferably during the pre-bid meeting or any other day with prior intimation and confirmation to obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for **Provisioning of Bandwidth, Setting-up of IP MPLS L3 VPN And Router Management for Connectivity between Mormugao Port Trust (MPT) Office, Headland Sada, Goa And SAP India HANA Enterprise Cloud (HEC) Hosted at CtrlS Data Center, Navi Mumbai**. The bidder should intimate about visit in advance and seek confirmation by sending email to mptgoa@mptgoa.com.

3.3.2 The costs of visiting the Site shall be at the bidder's own expense. Claims and objections due to ignorance of existing conditions will not be considered after submission of the bid and during contract period.

3.3.3 The bidder and any of its personnel or agents will be granted permission by the Employer (MPT) to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection/visit.

3.4 LAST DATE FOR SUBMISSION OF TENDER:

The final date of submission is as indicated at the NIOT. MPT may at its sole discretion reserves the right to extend the date for receipt of tender. Tenders received after the aforesaid time and date or the extended time and date, if any, shall be summarily rejected.

3.5 ELIGIBILITY:

The bidders should be firms who qualify as per eligibility conditions as specified in the tender.

3.6 TENDER FEES AND EARNEST MONEY DEPOSIT (EMD):

3.6.1 Tender Fees of Rs. 2000/- (Rupees Two Thousand only) and Earnest Money Deposit of Rs. 50,000.00 (Rupees Fifty Thousand only) should be submitted along with Technical Bid, in the form of Demand Draft in favour of Mormugao Port Trust, payable at Mormugao Harbour/Vasco-da Gama.

3.6.2 In order to claim EMD exemption, the tenderers are required to produce an attested copy of the NSIC Registration Certificate issued in the name of the firm who would be submitting the tender document. The exemption from payment of EMD will be allowed only if Certificate issued by SSI/MSME/NSIC or any empowered Central/State Govt. Authority. No claims for exemption without the details stipulated above will be considered. The SSI/MSME/NSIC or any empowered Central/State Govt. Authority Registration Certificate shall be uploaded as attachment the bid.

3.6.3 The Bidders EMD will be forfeited, if the Bidder withdraws his tender during the period of tender validity; or invalidates his tender; or wants to modify his tender unilaterally during the period of tender validity or refuses to accept the correction of errors. If any of the documents submitted with tender or thereafter are found false / forged, during tender evaluation or during contract execution, EMD/Security Deposit of such Bidder shall be forfeited, EMD of successful Bidder may also be forfeited, if Bidder fails to accept/sign the contract or fails to execute the contract as per terms and conditions.

3.6.4 The earnest money deposited by the unsuccessful bidders will be refunded within a reasonable period of time without interest.

3.7 FRAUDULENT PRACTICES:

The bidder shall not be eligible to participate where it has been determined to have engaged in corrupt or fraudulent practices and or found that bidder has submitted false / forged documents. In this regard, decision of MPT will be final.

3.8 COMMENCEMENT OF SERVICES:

The Bidder is required to commence the work within 15 days from the date of receipt of Work Order

3.9 CONTENT OF TENDER DOCUMENTS:

The Bidder is expected to examine MORMUGAO PORT TRUST tender terms & conditions, including all instructions, forms, contract terms and specifications, Bidder may visit MPT premises, for required details, failure to furnish all information as per the tender documents shall lead to rejections of tender and no correspondence on this subject shall be entertained by MPT.

3.10 LANGUAGE OF TENDER:

The tender and all documents and correspondence relating to the tender exchanged by the Firm and MPT shall be in English language only.

3.11 GOVERNING OF TENDER:

Any order resulting from this tender enquiry, shall be governed by the all Terms & Conditions of the Tender, and the Bidder quoting against this enquiry, shall be deemed to have read and understood the same and are binding on the Bidder.

3.12 COUNTER OFFER:

Where counter terms & conditions are offered by the Bidder, the Bidder shall not be governed by those, unless, specific acceptance of the same is conveyed in writing in the order or otherwise by MPT.

3.13 BID VALIDITY

The tender must be valid for a minimum period of 90 days from the date of the tender opening. In exceptional circumstances, MPT may request for extending the period of validity for a specified additional period. Bidder may at their discretion accept to extend the validity of their offer.

3.14 CURRENCIES AND PAYMENTS

The rates and prices quoted by the Bidder should be in the Indian Rupees.

3.15 COMPLIANCE OF COMMERCIAL TERMS:

The Bidder should upload undertaking in the prescribed format (Annexure V) endorsing therein that the Scope of Work has been understood in toto and accepted and the bidder shall meet all the Terms and Conditions, failing which, it shall be presumed that the Firm shall meet all the Terms and Conditions as specified in the Tender and would carry out the work as per the Scope of Work.

3.16 OPENING OF TECHNO-COMMERCIAL BID – COVER I

On opening the Cover – I “Techno – Commercial Bid”, MPT will ascertain whether the Firms who have submitted the tender shall not be considered for further evaluation and such tenders shall be considered as 'non-responsive' and shall be rejected outright.

3.17 RESPONSIVE TENDER:

3.17.1 A substantially responsive tender is one, which conforms to all the terms, conditions and specifications of the tender documents without deviation, reservation or omission. A deviation, reservation or omission is one:

3.17.1.1 Which limits MPT's rights or the Bidder's obligation under the contract and is inconsistent with the tender documents.

3.17.1.2 The rectification of which would affect unfairly the competitive position of other Bidder presenting substantially responsive tenders.

3.17.1.3 MPT's determination of a tender's responsiveness will be based on the contents of the tender submitted.

3.17.2 If a tender is not substantially responsive, it will be rejected by MPT, and may not subsequently be made responsive by correction or withdrawal of the non-conformity.

3.17.3 Tenders determined to be substantially responsive will be checked by MPT.

3.17.4 If the successful Bidder does not accept the correction of the errors, this will be considered as Bidder is invalidating its tender.

3.18 CLARIFICATION ON “TECHNO-COMMERCIAL” BID:

To assist in the examination, evaluation and comparison of the Cover-I “Techno – Commercial” part of the Tenders, MPT may at its discretion, seek from the Bidder individual clarification of their Tenders, if so required. The request for clarification and the response shall be in writing, by mail or by fax / e-mail, but no change in the rates and prices or substance of the tender shall be sought, offered or permitted. If required technical negotiation meeting will be convened with the Bidder for the technical acceptance of their Tender.

3.19 OPENING OF THE PRICE BID:

“Cover-II - Price Bid” shall be opened of only those techno-commercially accepted tenders, which, in the view of the MPT, have met the requirements of the MPT in the “Techno- Commercial Bid (Cover-I)”. Price Bid opening intimation will be sent only to the Techno-Commercial accepted bidders. MPT’s decision in this regard will be final.

3.20 EVALUATION OF THE PRICE BID:

3.20.1 The price quoted by the bidder shall be kept firm during the contract period. All taxes, duties and insurance shall be included in the quoted price, except the GST which shall be paid extra as applicable.

3.20.2 MPT will evaluate and compare only those bids, which are substantially responsive.

3.20.3 The price quoted by the Bidder shall be considered for the purpose of evaluation and comparison.

3.20.4 In arriving at the final evaluated prices of the Tenders, any uncalled for lumpsum /percentage/or adhoc reduction, if any, offered by the Bidders, in the Schedule of Price shall be considered for the purpose of evaluation. However, if such reduction/rebate is from the recommended Bidder, then such rebate shall be taken into account while awarding the work.

3.20.5 In arriving at the final evaluated prices of the bidders, evaluation of offer will be based on the lowest price quoted.

3.21 MPT’S RIGHT TO ACCEPT OR REJECT ANY BID: MPT reserves the right to accept a Bid other than the lowest and to accept or reject any Bid in whole or part, to annul the bidding process or to reject all Bids with or without notice or reasons. Such decisions by MPT shall bear no liability whatsoever consequent upon such decisions.

3.22 NOTIFICATION OF AWARD:

MPT will notify to the successful Bidder by Fax, e-mail or in writing by registered letter, that its tender has been accepted. A detailed Work Order with agreed Technical and Commercial Terms and Conditions will be issued to the successful Bidder initially by e-mail followed by physical copy dispatched by speed post. The Successful Bidder is required to commence the work within 15 days of receipt of e-mail containing scanned copy of the Work Order. The Successful Bidder is required to acknowledge the receipt of e-mail containing the scanned copy of Work Order within 3 days.

4.0 MINIMUM ELIGIBILITY CRITERIA & SCOPE OF WORK

4.1 ELIGIBILITY CRITERIA

- 4.1.1 Bidder should be Registered **since last 5 (five) years as** Company in India under Company Act OR Public Sector Undertaking/ Statutory body or Partnership firm under the Partnership Act, 1932/Limited Liability Partnership.
- 4.1.2 Bidder should be a profit making firm with positive net worth in the last three financial years i.e. 2014-15 and 2015-16 and 2016-17.
- 4.1.3 Bidder should be a layer 3 MPLS VPN service provider under the licenses of Government of India or a National Long Distance (NLD) / Basic Service Operator having own MPLS VPN network.
- 4.1.4 Bidder should have been in MPLS- VPN business for a period of at least 5 years as on **31.12.2017**.
- 4.1.5 Bidder should have at least 50 operational MPLS POPs across India.
- 4.1.6 Bidder should have executed successfully minimum ten works pertaining to provision of IP MPLS L3 connectivity of bandwidth equal to/greater than 12 MBPS during the last five years.
- 4.1.7 Bidder should have its Network Operating Centre (NOC) for 24x7x365 support and also redundant NOC in different seismic zone.
- 4.1.8 Bidder should not have been black listed / barred by any State Government, Central Government or any other Public Sector undertaking or a MPT or any other Autonomous Organization of Central or State Government as on Bid calling date and there has been no litigation with any government department on account of similar Services.
- 4.1.9 All the supporting documents submitted by the bidder, as evidence of meeting technical and financial criteria as stated above are required to be duly signed and sealed. In the absence of such requisite documents, MPT reserves the right to reject the bid without any reference to the bidder.

4.2 SCOPE OF WORK:

- 4.2.1 Bidders are required to set up IP MPLS L3 VPN network to provide connectivity between MPT Administrative Building, Headland Sada and HANA Enterprise Cloud (HEC) Data Center at Navi Mumbai through the MPLS network cloud at desired speed.
- 4.2.2 The Detailed Description/Scope and Technical Requirements are as follows:
 - 4.2.2.1 Committed connectivity to nodes on end to end basis listed below in Table-1 through MPLS cloud.
 - 4.2.2.2 Supply, installation, integration with MPT's network, maintenance of network and equipments including CPE equipment at both the locations.
 - 4.2.2.3 All routers located at MPT and SAP HEC at Ctrl S Data Center, Navi Mumbai end to be managed by tenderer.

- 4.2.2.4 Physical connectivity at MPT Network and SAP HEC at Ctrl S Data Center, Navi Mumbai to MPLS Cloud will be the responsibility of tenderer.
- 4.2.2.5 Bidder has to provide all Network hardware under the Managed MPLS connectivity.
- 4.2.2.6 Adherence of Service Level Agreement (SLA).
- 4.2.2.7 Ensuring secure connectivity across locations as detailed at Table-I.
- 4.2.2.8 Bidder to ensure last mile infrastructure (Last mile and Router) to support max bandwidth requirement for each location from day one.
- 4.2.2.9 Management of End to End Connectivity at all the locations.
- 4.2.2.10 The tenderer shall terminate the connectivity at the respective premises as indicated below in table-I.
- 4.2.2.11 To provide Router and Modem with all requisite interfaces and with advanced built-in security encryption features.
- 4.2.2.12 Primary and secondary link will be terminated on separate router.
- 4.2.2.13 To provide any additional hardware if necessary for connectivity and adherence to SLA.
- 4.2.2.14 Tenderer shall be responsible for maintenance of all the components between the termination points between the premises as listed in Table I.

Table-I				
Sr. No.	Location	Type	Minimum Bandwidth Required	Maximum Likely Bandwidth
1	MPT Administrative Office, Headland Sada, Goa 403 804.	Spoke Location (MPT Office)	12 MBPS	22 MBPS
2	SAP HEC at Ctrl S Data Center, Navi Mumbai 400707.	Back Haul Link Location (Data Center)		

4.2.3 Tenderers Obligations :

- 4.2.3.1 The tenderer shall ensure the maintenance of the connectivity during the hiring period and should ensure data security.
- 4.2.3.2 Should have 24 X 7 facilities to raise trouble tickets and customer support.
- 4.2.3.3 Bidder to inform MPT about the threshold limit crossed in writing. MPT may increase the bandwidth as per the rate card/rate contract provided by the bidder. The bidder has to scale up the bandwidth within 48 hours of notification by MPT.
- 4.2.3.4 Escalation matrix along with contact details to be provided within 7 days of commissioning the connectivity.
- 4.2.3.5 Should intimate MPT about planned events and service outages through alerts.
- 4.2.3.6 Should provide online performance monitoring reporting to MPT indicating bandwidth utilization, network latency, packet loss, jitter, link availability

parameters as per SLA (Service Level Agreement).

4.2.3.7 Local lead/last mile connectivity shall be the responsibility to the tenderer and should ensure proper installation of connectivity at premises listed above in table-I without causing any disfigurement at the location. If any disfigurement is caused then the cost of the same will be recovered from tenderer.

4.2.3.8 The licensing and installation requirement for any end equipment to be installed at MPT premises as listed above In Table-1 or are required to provide this connectivity shall be the responsibility of the tenderer.

4.2.4 MPT's Responsibilities:

4.2.4.1 Shall provide necessary work permits/permissions to carry out the job at CFS end only.

4.2.4.2 Shall provide 230 V AC, 50 Hz, 5 A power supply at the router location at CFS end only.

4.2.4.3 Shall provide the contact details of persons responsible for monitoring the connectivity.

4.2.5 Technical Specifications:

Sr. No.	Parameter	Requirement
1	IP MPLS L3 VPN node Bandwidth	As per Table-I
2	Committed Data Rate	100%
3	Configuration	Should provide any to any connectivity
4	Services	Should support SAP applications
5	Last Mile	Last mile (local loop) will be on Fiber and redundancy will be on RF/Fiber.

4.2.5.1 To set up IP MPLS L3 VPN network at premises as listed above in Table-I to provide connectivity for SAP ERP/Applications users through the IP MPLS L3 VPN network as per scope of work at desired speed.

4.2.5.2 The system is intended to achieve the following goals:

4.2.5.3 Provide IP MPLS based last mile solution for MPT to reach out to its SAP Servers located at SAP HEC Ctrl S Data Center at Navi Mumbai.

4.2.5.4 To provide primarily Data services both IPv4 as well as IPv6 (if required in future).

4.2.5.5 Network Monitoring and Measurement Services.

4.2.5.6 It is expected that tenderer must be able to provide real time information about network performance and usage of network as mentioned in Table-I.

4.2.5.7 Setting up of Customer Premises Equipment (CPE).

4.2.5.8 Tenderer should supply, maintain and manage the Multiplexers, CPE, which includes L3 hardware (L3 switch/router) that is required for the User agencies to get connected.

5.0 COMMERCIAL TERMS & CONDITIONS

5.1 RATES/PRICES:

- 5.1.1** The Rates/Prices quoted and as accepted by MPT shall remain fixed & firm during the currency of the contract. No increase in rates or prices, whatsoever, on any account, shall be considered by MPT during the currency of the contract.
- 5.1.2** The rates quoted in the Price Bid/BOQ would be inclusive of all taxes exclusive of GST.
- 5.1.3** The rates quoted in the Price Bid/BOQ would be inclusive of travel, lodging and boarding expenses of Bidders personnel deployed on-site for execution of work incl. installation/testing/maintenance etc.

5.2 DETAILS OF PRICE-BID :

- 5.2.1** The details of the Price bid are as under. The bidder has to quote charges excluding GST for item at Sr. No.1 of Table-I.

Table-I				
Sr. No.	Description	Quantity	A	B
			*One time Charges (Rs) Excluding GST.	Annual Recurring Charges (Rs) Excluding GST.
1	12 MBPS MPLS Connectivity between MPT Office at Headland Sada, Goa & SAP HEC at Ctrl's Data Center, Navi Mumbai.	One		
TOTAL				

- 5.2.1.1** The details of the Price bid are as under. The bidder has quote charges excluding GST for item of Table-I.
- 5.2.1.2** One time charges shall include permission for civil and construction charges, license charges, last mile media charges etc.
- 5.2.1.3** The Annual Recurring Charges shall include bandwidth charges, port charges, CPE not limited switch, routers, cables, modem etc.
- 5.2.1.4** In case there is any down changes in tariff rates of bandwidth for MPLS as per TRAI, the bidder shall pass on the same to MPT.

- 5.2.1.5 If any location is closed/alterd during the project duration, payment would be made on a pro-rata basis.
- 5.2.1.6 The scope of work also includes to establish the last mile at location listed in Table-I, any permission from municipality/area and cost thereof if any.
- 5.2.1.7 The bidder is to ensure the bandwidth is expandable and available on demand even beyond the maximum bandwidth specified.
- 5.2.2 Total sum of (A+B) of above should cover all charges including charges of router or any terminating equipment, redundant last mile charges, router management charges, port access charges and any other charges as per the technical requirement of each site as per Table-I.
- 5.2.3 The interested parties should visit/inspect both the locations in-order to get them well acquainted with the requirement of each location and bid accordingly as per Price Bid.
- 5.2.4 Bidders should quote strictly according to Price Bid Format (Cover II) for the the requirement as per tender document otherwise tender's will be summarily rejected.
- 5.2.5 In addition to Items in table-I the bidder need to quote for Sr. No. (1) to Sr. No. (5) of Table-II also.

TABLE - II		
MPLS Bandwidth Rate Card / Rate Contract for Up-gradation/Scalability		
Sr. No.	Bandwidth	Unit Rate (Excluding GST) per annum
1	1 MBPS	
2	2 MBPS	
3	4 MBPS	
4	8 MBPS	
5	10 MBPS	
TOTAL SUM 25 MBPS		

- 5.2.6 For evaluation of successful L1 bidder the following formula to be used:

$$L1 = \{ \text{Total sum of B of Table I} \} \times 3 + \{ \text{Total sum of A of Table I} \} + \{ \text{Total Sum of Table-II} / 25 \} \times 3$$
- 5.2.7 The average rate per MBPS quoted against each item of Table-II should not exceed average rate per MBPS quoted at Table-I.
- 5.2.8 The above rates of Table-I and Table-II are inclusive of all applicable taxes exclusive of GST. GST shall be paid extra at applicable rate as per rules.
- 5.2.9 Bandwidth Rate Card / Rate Contract to remain valid for a period of three years from the date of commissioning of the connectivity after mobilization and establishment as per the scope of work.

5.3 SECURITY DEPOSIT AND BANK GUARANTEE FOR SUCCESSFUL BIDDER

A sum worked out on the basis of 10% of annual charges towards Security Deposit shall be paid in the form of demand draft drawn on a nationalized bank before signing of the service level agreement. This deposit will be retained as security for the due and proper fulfillment of the contract and will not carry any interest. Such deposit shall be forfeited on failure to perform or non-fulfillment by the contractor of the terms and conditions of the contract including submission of the documentation of the jobs completed. The Security Deposit will be in force throughout the period of contract as specified and will be refunded/returned thereafter. If the Bidder desires, an irrevocable Bank Guarantee towards the Security Deposit shall be furnished by the Bidder in favour of Mormugao Port Trust in the prescribed format as per Annexure V on stamp paper of Rs.500/-. The Bank Guarantee shall be valid throughout the contract period with a grace period of six months after the expiry of contract for encashment.

5.4 FORFEITURE OF EMD/SECURITY DEPOSIT

The breach of any of the terms & conditions of the tender shall result in discontinuation of further dealings with the Bidder and/or forfeiture of their EMD or the Security Deposit, as the case may be, at MPT discretion.

5.5 MOBILISATION PERIOD/COMPLETION SCHEDULE

5.5.1 Mobilization: MPLS connectivity as per the scope of work is expected to be established / mobilized within 1 month from the date of issue of Notice of Award/LOA/Work Order. If any delay is caused due to MPT the mobilization period shall be extended for the number of days of delay accordingly.

5.5.2 Contract Period (Hiring Period): The duration of the contract/hiring period of the links would be three years from the date of commissioning of the entire connectivity after mobilization and establishment as per the scope of work. This term is however further extendable by another two years.

5.6 MPLS CONNECTIVITY REQUIREMENTS:

5.6.1 MPT requires IP MPLS L3 connectivity from two different MPLS L3 service providers for the purpose of redundancy.

5.6.2 The second lowest or subsequent lowest bidder would have the option to agree to the lowest price offered by L1 bidder for being selected to provide the second IP MPLS L3 Connectivity.

5.6.3 The above option would be initially offered to second lowest bidder failing which L3 bidder, failing which L4 bidder and so on.

5.7 COMPLETIONS, FAILURE AND TERMINATION:

The MPLS connectivity as per locations listed above in Table-I & the scope/description/technical requirement of work is expected to be established within two weeks from the date of Notice of Award. Thereafter, the connectivity shall be in hiring for a period of **three years** from the date of commissioning of entire connectivity further extendable by another two years on same rates, terms and conditions, subject to satisfactory performance and at the sole discretion of FA&CAO, MPT.

The tenderer agrees that time shall be the essence of the Contract and subject to any requirement(s) in the Contract Specifications as to the time of completion of any part /parts of the Works before completion of the whole of the Works; the whole of the Work shall be completed as per Completion Schedule. Notwithstanding the above provisions, MPT reserves in itself the right, if the exigencies of the project under consideration so required to phase out the completion of any part of the Work by mutual agreement.

5.8 TERMS OF PAYMENT/PAYMENT PROCEDURE:

- 5.8.1** Payment of rental charges shall be made quarterly on completion of each quarter. The installation and testing charges (one time charges) shall be paid along with the claim for the first quarterly payment.
- 5.8.2** Payment shall be made within 15 days of submitting the claim, complete in all respects on satisfactory performance duly certified by the Asst. Director (EDP), Finance Department, MPT.
- 5.8.3** Payment shall be guided by the Service Level Agreement (SLA) **as per Annexure-III.**
- 5.8.4** The quarterly payment invoice to be submitted to Asst. Director(EDP), Mormugao Port Trust, Headland Sada, Goa 403 804 and payment will be effected from the office of FA & CAO, Finance Department, Mormugao Port Trust, Headland Sada, Goa 403 804.
- 5.8.5** GST or any other Tax in lieu thereof levied by the Central Govt. from time to time on the Services rendered by the contractor to MPT shall be paid by MPT to the Contractor over and above the Schedule of Rates, subject to the Contractor submitting his Bills/Invoices thereof in the Format prescribed under Rule 4A (1) of the Service Tax Rules 1994 or other relevant Laws as the case may be.

5.9 INDIVIDUALITY OF CONTRACT

- 5.9.1** The order resulting from the Tender shall be treated as an individual contract, and it shall not create any general lien to the Bidder, and shall not get prejudiced in execution due to any situation arising out of some other contract that the Bidder may have with MPT.
- 5.9.2** Bidder shall not further Sub-Contract this order or part thereof to any other party/firm without prior approval of MPT.

5.10 ORDER ACKNOWLEDGEMENT

In the event of order acknowledgement, an acceptance of the order including all terms and conditions on a MPT prescribed format is to be submitted by the Bidder.

5.11 AGREEMENT

On receipt of award of work, Security Deposit to be furnished and an Agreement shall be executed on stamp paper of Rs.1000/- between the BOARD and the successful Bidder within 30 days of the award of the contract or in default and until, a formal agreement is prepared and executed, this tender together with written acceptance thereof shall constitute a binding contract.

5.12 SELECTION PROCESS

5.12.1 The selection process would consist of the online submission of tender by the interested parties in response to the NIOT. Evaluation of tender will be done in three steps.

5.12.1.1 STEP 1 : Preliminary Scrutiny of Bids

5.12.1.2 STEP 2 : Evaluation of Technical Bid(based on the eligibility criteria)

5.12.1.3 STEP 3 : Evaluation of Price Bid

5.12.2 Preliminary Scrutiny of Bid (STEP 1) :

The MPT will scrutinize the bids received to see whether they meet the basic requirements and those found deviating shall be treated as unresponsive and ignored. The following are grounds due to which a bid may be declared as unresponsive and to be ignored during the initial scrutiny:

5.12.2.1 The bid is unsigned (where the bid documents have been uploaded using the digital signature of a person authorized to sign, the same shall be treated as duly signed);

5.12.2.2 The bid is not legible;

5.12.2.3 Required EMD and cost of tender has not been received;

5.12.2.4 The bid validity period mentioned by the bidder in the bid document is for a shorter period than the period required and stipulated in the bid document.

5.12.3 Evaluation of Technical Bid (STEP 2)

5.12.3.1 MPT shall evaluate the Technical Bids to determine whether they are complete, whether the required documents as asked for have been submitted and whether the Technical Bid is generally in order as per the qualifying conditions of the tender.

5.12.3.2 MPT, if necessary, can ask the tenderer for any specific clarification relating to qualifying documents/conditions or can seek missing document(s).

5.12.3.3 MPT can waive any minor infirmity or non-conformity or irregularity like spelling mistake(s), signature missing on any page which does not constitute a material deviation.

5.12.3.4 The tenderer has the option to respond or not to respond to these queries.

5.12.3.5 The request for clarification and missing document(s) by the MPT and the response of the bidder shall be in writing and no change in price or substance of the tender shall be sought, offered or permitted.

5.12.3.6 If the tenderer fails to respond, within the allotted time period or the clarifications(s) / documents(s) submitted is non-conforming to requirement of tender will be summarily rejected.

5.12.3.7 All the responses to the clarifications will be part of the proposal of the respective tenderer and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be the part of the agreement.

5.13 ARBITRATION

5.13.1 In the event of any question, dispute or difference arising under the agreement resulting from this tender or in connection therewith, the same shall be referred to the sole arbitration of the Chairman of Mormugao Port Trust (MPT) or if his designation is changed or his office is abolished, then in such cases to the sole Arbitration of the officer for the time being entrusted with the function of the Chairman of MPT, Headland Sada, by whatever, designation such officer may be called (hereinafter referred to as the said officer) and if the Chairman of MPT, or the said officer is unable or unwilling to act as such, to the sole arbitration of some other person appointed by the Chairman or the said officer.

5.13.2 There shall be no objection to any such appointment on the ground that the arbitrator is a Government servant, or that he has to deal with the matter to which the agreement relates, to or that in the course of his duties as Government Servant he has expressed his views on all or any of such matter in dispute or indifference. The word of the arbitrator shall be final and binding on the parties.

5.13.3 It shall also be the terms of the agreement that in the event of such arbitrator, to whom the matter is originally referred to, is under transfer, or is vacating, his office or is unable to act for any other reasons, whatsoever, the said officer shall appoint another person to act as an arbitrator in accordance with the terms of the agreement and the person so appointed, shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.

5.13.4 Upon any and every reference for the award, as aforesaid. The cost of the proceeding including all expenses, incidental thereto, shall be at the discretion of the arbitrator.

5.13.5 The Venue of arbitration proceedings shall be at MPT premises or such other place, as the arbitrator may decide.

5.14 TERMINATION OF WORK ORDER/CONTRACT

In the event of failure on the part of the Bidder to commence the services or the work is not progressing as per the schedule, MPT reserves the right to cancel the Work Order at any time and terminate the Contract leading to forfeiture of EMD and respective Security Deposit.

5.15 COMPENSATION FOR DELAY IN EXECUTION OF CONTRACT

If the Bidder fails to commence the work in all respects within the time specified or within the extended time that may be allowed by the Port, the Bidder shall pay to the Port a sum equivalent to 0.5% per week or part thereof of the total value of the contract subject to a maximum of 5% of the total value of contract as liquidated and ascertained damages and not by way of penalty which may also be deducted from any moneys due to the Bidder. The payment of such damages does not relieve the Bidder of his obligations to complete the work or from any other obligations or liabilities under the contract.

5.16 RESTRAINING PUBLICITY OF OFFICIAL SECRETS, DRAWINGS, PHOTOS

The contract involves obligation of secrecy and the commission by the Bidder, his agents, sub-contractor or his agents, workmen of any offence under the Indian Official Secrets Act, 1923 or any statutory modifications or re-enactments thereof will apart being a criminal offence constitute a breach of contract.

5.17 JURISDICTION

In the event of any dispute, the same shall be subject to the jurisdiction of the "Courts in Goa".

BOQ FOR VIEW ONLY**6.0 PRICE BID (SCHEDULE)**

(To be Uploaded in Cover II - Price Bid)

Tender Inviting Authority: FA & CAO

Name of Work: PROVISIONING OF BANDWIDTH, SETTING-UP OF IP MPLS L3 VPN AND ROUTER MANAGEMENT FOR CONNECTIVITY BETWEEN MPT OFFICE, HEADLAND SADA, GOA AND SAP INDIA HANA ENTERPRISE CLOUD (HEC) HOSTED AT CTRLS DATA CENTER, NAVI MUMBAI.

Contract No: FA/IT(7-ERP)/2018/237 dated 12.02.2018

Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	ONE TIME CHARGES (RS) EXCLUDING GST	ANNUAL RECURRING CHARGES (RS) EXCLUDING GST		TOTAL AMOUNT In Words
1	2	3	4	5	6(4+5)	7
1	Table-I					
1.01	12 MBPS	1			0.00	INR Zero Only
1.02	Total Sum (Table-I)				0.00	INR Zero Only
2	Table-II					
2.01	1 MBPS	1			0.00	INR Zero Only
2.02	2 MBPS	1			0.00	INR Zero Only
2.03	4 MBPS	1			0.00	INR Zero Only
2.04	8 MBPS	1			0.00	INR Zero Only
2.05	10 MBPS	1			0.00	INR Zero Only
2.06	Total Sum (Table-II)				0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words	INR Zero Only					

LIST OF DOCUMENTS TO BE UPLOADED BY THE BIDDER

Sr. No.	Eligibility Conditions	Documentary Proof to be uploaded (e- tendering / submitted)	Compliance Yes/No
1	Bidder should be Registered since last 5 (five) years as Company in India under Company ACT 1956 OR Public Sector Undertaking/ Statutory body or Partnership firm under the Partnership Act, 1932.	i) Copy of Certificate of Incorporation ii) List of Directors of Company as per Articles/Memorandum of Association of Company. Or iii) Attested copy of the partnership deed in case of partnership firm (duly signed by the authorized signatory)	
2	Bidder should be a profit making firm with positive net worth in the last three financial years i.e. 2014-15 and 2015-16 and 2016-17.	The bidder shall submit relevant pages of Audited Balance sheet & Profit loss account for the last three financial years or certification to this effect showing profit & net worth issued by Chartered Accountant.	
3	The bidder should be a layer 3 MPLS VPN service provider under the licenses of Government of India or a National Long Distance (NLD) / Basic Service Operator having own MPLS VPN network.	Upload copies of the appropriate license duly signed by the authorized signatory.	
4	The bidder should have been in MPLS-VPN business for a period of at least 5 years as on 31.12.2017	Work order dated prior to 01.01.2013 to be uploaded.	
5	The bidder should have at least 50 operational MPLS POPs across India.	Upload a copy of self declaration duly signed by authorized signatory, on the letter head of the company.	
6	Bidder should have executed successfully minimum ten works pertaining to provision of IP MPLS L3 connectivity of bandwidth equal to/greater than 12 MBPS during the last five years.	Upload copies of Work Orders executed successfully during the last five years pertaining to provision of IP MPLS L3 connectivity of bandwidth equal to/greater than 12 MBPS.	
7	The bidder should have its Network Operating Centre (NOC) for 24x7x365 support and also redundant NOC in different seismic zone.	Upload a copy of self declaration duly signed by authorized signatory, on the letter head of the company.	
8	The Bidder should not have been black listed / barred by any State Government, Central Government or any other Public Sector undertaking or by MPT or any other Autonomous Organization of Central or State Government as on Bid calling date and there has been no litigation with any government department on account of similar Services.	Undertaking in this regard signed by the authorized signatory (The Certificate should as per Annexure-IV).	
9	The bidder should be registered with Income Tax and Service Tax department.	i) Copy of PAN Card. ii) Copy of GST Registration	

10	Authorized signatory to use his/her own digital signature certificate from authorized agency for bidding.	i) For limited Company/Firm - Board Resolution/Power of Attorney in favour of authorized signatory. ii) For Partnership Firm - Power of Attorney by all partners.	
11	Unconditional Acceptance of Terms and Conditions of the Tender.	Upload copy of Annexure-V	
12	EMD	Scanned copy of demand draft/proof of NEFT/RTGS or certificate from SSI/MSME/NSIC or any empowered State/Central Govt. Authority.	
13	Tender Fee	Scanned copy of demand draft/proof of NEFT/RTGS	

Bidder shall submit the information in a tabulated format along with the supporting documents for each. Uploaded documents should be clear, readable, and complete with page numbers, indicating total number of pages attached to each document.

MPT has a right to verify/cause verification of authenticity of the said documents whenever felt necessary.

NOTE:

- i) Bidders have to confirm having submitted all the applicable Certificates/Documents, as asked above at Sr. No. 1 to 13.
- ii) All the points from Sr. No. 1 to 13 above are to be read and interpreted in reference to the eligibility conditions specified alongside.

I/We hereby declare that I/We have read the all the Tender Terms & Conditions and confirm that I/We have understood the same. All the Terms & Conditions specified in the Tender are acceptable to us.

.....
(Signature of the Bidder)

Full Name & Address of the
Company/Professional.

Seal of the Company.

Strike out whichever is not applicable.

SERVICE LEVEL AGREEMENT

(To be executed on Stamp Paper/s of Rs.1000/-)

This Agreement is made this _____ day of _____, two thousand sixteen between the Board of Trustees of Mormugao Port Trust, a body corporate under Major Port Trust Act, 1963 (hereinafter referred to as the "Board" represented by _____, _____ which expression shall, unless excluded by or repugnant to the context be deemed to include their successors in office and assigns) on the ONE PART and M/s. _____, a company incorporated under the Companies Act,1965 and having its registered office at _____, (hereinafter referred to as **Contractor** which expression shall, unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in office) on the OTHER PART,

MPT requires IP MPLS L3 VPN connectivity between its office at Headland Sada, Goa 403804 and SAP HEC located at Ctrl S Data Center, Navi Mumbai for usage of SAP ERP & Applications:

M/s hereafter referred to as CONTRACTOR is engaged in distributing the Bandwidth from its own gateway located at CONTRACTOR is providing the connectivity to all the nodes.

WHEREAS CONTRACTOR has tendered for PROVISIONING OF BANDWIDTEH, SETTING-UP OF IP MPLS L3 VPN AND ROUTER MANAGEMENT (hereinafter called the connectivity) to FA & CAO, Mormugao Port Trust, Headland Sada, Goa (hereinafter called the MPT) as per the terms and conditions mentioned in the tender document No. FA/IT (7-ERP)/2018/237 dated 03.02.2018.

WHEREAS such tender has been accepted and CONTRACTOR has deposited with the MPT a SECURITY DEPOSIT in form of a Bank Guarantee which is 10% (Rs. _____) of annual charges for fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

CONTRACTOR has accepted the contract on the terms and conditions set out in the NIOT No. FA/IT (7-ERP)/2018/237 dated 03.02.2018 and MPT's Work Order No. _____ dated which shall hold good during period of this agreement.

Upon breach by CONTRACTOR of any of the conditions of the agreement, the MPT may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the MPT to claim damages for antecedent breaches thereof on the part of CONTRACTOR and also to reasonable compensation for the loss occasioned by the failure of Contractor to fulfill the agreement as certified in writing by the MPT which certificate shall be conclusive evidence of the amount of such compensation payable by CONTRACTOR to the MPT.

Upon the determination of this agreement whether by effluxion of time or otherwise the said deposit shall after the expiration of six months from the date of such determination be returned to the

contractor but without interest and after deducting there from any sum due by CONTRACTOR to the Government under the terms and conditions of this agreement.

This agreement shall remain in force until the expiry of 48 months from the date of commissioning of entire connectivity or the date up to which contract is extended but MPT may cancel the contract at any time upon giving one month's notice in writing without compensating CONTRACTOR. The connectivity shall be in hiring for four years from the date of commissioning of entire connectivity further extendable to another one year on same rates, terms and conditions subject to satisfactory performance.

The connectivity has been commissioned w.e.f. The MPT may give notices in connection with the contract.

In consideration of the payments to be made by the MPT to CONTRACTOR hereby convents with the MPT to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

The MPT hereby covenants to pay CONTRACTOR in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

If subject to circumstances beyond control (Force majeure) CONTRACTOR fails to deliver the services in accordance with the conditions mentioned in the tender, the MPT shall be entitled to render services from else other organization after giving due notice to the Bidder on the amount and at the risk of the Bidder without canceling he contract in respect of the consignment not yet due for delivery, or to cancel the contract.

APPLICABILITY: The SLA would be applicable during the hiring period of the connectivity, starting from the date of commissioning of the entire IP MPLS L3 VPN connectivity and in extension period as well if any. The commissioning certificate shall be issued by the Asst. Director(EDP),MPT.

BANDWIDTH: The MPT requires consistent bandwidth for its operation. The minimum Bandwidth requirement of MPT would be 12 MBPS.

THROUGHPUT: CONTRACTOR has confirmed to provide constant and reliable connectivity @99.9% throughput (Committed Information Rate) to MPT on quarterly basis.

INFRASTRUCTURE SET-UP: CONTRACTOR will solely be responsible for complete set-up-to customer end for last mile connectivity. MPT will be connected through OFC/Copper and redundant connectivity through RF backhaul or mesh. Termination of the link will be Ethernet RJ-45. In case of failure of primary OFC/Copper last mile link to MPT, the circuit will automatically switch over in less than 60 seconds to the redundant RF backhaul of mesh using OSPF technology. MPT will have to pay no charges for installation and commissioning other than quoted in the tender.

PACKET DELIVERY: CONTRACTOR's Packet Delivery Guarantee declares that less than 1% of packets originating from MPT will suffer loss or timeout till Ctrl S Data Center at Navi Mumbai. If CONTRACTOR fails to meet this Guarantee during any given contract period on monthly basis, MPT's account will be credited in billing cycle for the quarter. Measurement of packet delivery will be based

on Cisco ICMP pings from MPT Nodes to routers at Data Center, Navi Mumbai and will have to be manually monitored by MPT personnel.

NETWORK AVAILABILITY: CONTRACTOR's Network Availability Guarantee declares that the Network will be available 99.9% of the time. If CONTRACTOR fails to meet this Guarantee during any given contract period on quarterly basis, MPT's account will be credited in the billing cycle for the quarter as "Penalty". At MPT's request, CONTRACTOR will calculate the "Network Unavailability" in a calendar quarter. "Network Unavailability" consists of the number of minutes that the CONTRACTOR Network was not available to MPT. This will not include unavailability continuing for less than 5 minutes. MPT has to send an e-mail regarding unavailability of network which will be accumulated for the quarter and credit for the same will be given in the same billing cycle. Credit amount will be calculated as 5% of the quarterly amount for each decimal point below the guaranteed level throughput. Further, in case of link failure at MPT or Ctrl S Data Center connected to the cloud will be treated as down and credit calculated accordingly. "Network Unavailability does not consider:

FAULT IN MPT'S APPLICATIONS, EQUIPMENT OR FACILITIES: Act or omission of MPT, or any use or user of the service authorized by MPT; or Reasons of Force Majeure, other incidents of disaster, arson and government authorities etc;

Faults reported by the MPT but no fault found or confirmed by CONTRACTOR; Periods where contractor could not gain access to customer premises for purpose of rectification, periods taken by customer to confirm the service conditions after fault clearance by CONTRACTOR;

Scheduled maintenance outage per quarter not lasting more than 3 hours;

FAULT BOOKING: CONTRACTOR shall provide 24 x 7 fault booking facility and generation of fault tickets. CONTRACTOR shall make best efforts for rectifying the fault and shall interact with the MPT's network management team for fault rectification. CONTRACTOR shall provide the escalation matrix for fault resolution up to level of CEO.

CUSTOMER CARE: CONTRACTOR provides two types of reporting guarantee in customer Care front, a Network down time information Guarantee and a Scheduled Maintenance Notification Guarantee. CONTRACTOR's Network downtime information Guarantee provides Customer notification within 15 minutes after it is determined that service is unavailable. The customer point of contact will be notified by telephone, e-mail, fax or pager by CONTRACTOR. Scheduled Maintenance Notification Guarantee shall include any maintenance at the bandwidth source to CONTRACTOR and at Last mile connectivity end, which Customer is notified 24 hours in advance. Notice of Scheduled Maintenance will be provided to customer's designated point of contract by telephone, e-mail, fax or pager by CONTRACTOR.

The Customer Reporting Guarantee is only available for service provided entirely where CONTRACTOR has given Connectivity. Customer is solely responsible for providing CONTRACTOR accurate and current contract information for their designated points of contact. CONTRACTOR will be relieved of its obligations under this Customer Reporting Guarantee if the contract – information provided by Customer is inaccurate or omitted, or if CONTRACTOR's failure is due to reasons of Force Majeure.

INDEMNITY: Under no circumstance shall CONTRACTOR, its affiliates, contractors or partners be liable for any direct, indirect, incidental, special punitive or consequential damages that result in any way from MPT's use or inability to use the service or to access the network or any part thereof, or MPT's reliance on or the use of information, services or merchandise provided on or through the services, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects delays in operation, or transmission or failure of performance.

GRAPHING, MONITORING AND REPORTING: CONTRACTOR shall monitor the connectivity status on 24 x 7 basis and shall submit following quarterly reports to Asst. Director (EDP), MPT.

Node/Link availability during the month.

Details of down time events, packet loss and link error information.

PERFORMANCE CRITERIA, SUPPORT AND PENALTY: CONTRACTOR has to provide the consistent performance and reliable operation with 99.9% throughput of the agreed bandwidth. CONTRACTOR has to provide technical helpdesk. Any complaint regarding the link will be responded by CONTRACTOR. CONTRACTOR has to provide complete contact person details related to support & complaints at their end to MPT. The complete maintenance and installation should be done by CONTRACTOR.

Any maintenance at MPT site on Radio Frequency / Ethernet equipment is to be credited out by CONTRACTOR authorized engineer only and all the required tools and tackles are to be arranged by CONTRACTOR. Any failure in functioning of all the equipment installed by CONTRACTOR at MPT, Goa or Data Center, Navi Mumbai at any given time is the sole responsibility of CONTRACTOR for replacement / repairs of the equipment at their own cost without any loss of time and MPT does not have any liability in this regard.

Any planned or periodical Maintenance at CONTRACTOR Gateway/node side has to be informed to MPT and planned in such way that one link will always be up 24 x 7.

FOR AND ON BEHALF OF

CONTRACTOR

.....

Authorised signatory

Name :

Designation :

Date :

Place : Headland Sada, Goa

1 Witnesses

.....

.....

FOR AND ON BEHALF OF

Mormugao Port Trust (MPT)

.....

Authorised Signatory

Name :

Designation : FA & CAO

Date :

Place : Headland Sada, Goa

2 Witnesses

.....

.....

PRO-FORMA FOR DECLARATION OF NON-BLACKLISTING

Covering Letter from bidder

(To be Submitted on Bidding Company Letter Head)

Dated :

To

FA & CAO,
Finance Department,
Administrative Building,
Mormugao Port Trust,
Headland Sada, Goa 403 804.

Sub : Declaration for Not Blacklisted with reference to NIOT No.FA/IT(7-ERP)/2018/237
dated 03.02.2018.

With reference to the above mentioned tender, we hereby confirm that we have not been black listed by any State Government, Central Government or any other Public Sector undertaking or any other Autonomous Organization of Central or State Government as on Bid calling date and here has been no litigation with any government department on account of similar services.

Yours faithfully,

For (Bidders Name)

Authorized Signatory

**UNDERTAKING FOR UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS
OF THE TENDER DOCUMENT**

Dated: _____

To

FA & CAO,
Finance Department,
Administrative Building,
Mormugao Port Trust,
Headland Sada, Goa 403 804.

Dear Sir,

Subject : Tender for IP MPLS L3 connectivity between MPT Office, Headland Sada and Ctrl S Data Center, Navi Mumbai for a period of three years, further extendable by another two years.

Having examined the tender document, we the undersigned, would like to provide MPLS connectivity between MPT Office, Headland Sada and Ctrl S Data Center, Navi Mumbai for a period of three years, further extendable by another two years.

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 MPT 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 misled MPT 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 the short listing process, we are liable to be dismissed from the selection process or termination of the agreement during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document and corrigendum if any and also agree to abide by this tender response for a period of 90 days from the date fixed for bid opening.

We hereby declare that in case the agreement is awarded to us, we shall submit the Security deposit in the form of bank guarantee in the prescribed form.

We agree that MPT is not bound to accept any tender response that they may receive.

We also agree that MPT reserves the right in absolute sense to reject all or any of the services specified in the tender response.

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

We understand that it will be the responsibility of our organization to keep MPT informed of any changes in respect of authorized person and we fully understand that MPT shall not be responsible for non-receipt or non-delivery of any communication and / or any missing communication in the event reasonable prior notice of any change in the authorized person of the company is not provided to MPT.

Dated this Day of **2018**

(Signature) (In the Capacity of)
(Name)

Duly authorized to sign the Tender for and on behalf of:

(Name & Address of the Company) Seal / Stamp of bidder

Witness Signature :
Witness Name :
Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I the (Director / Company Secretary) of certify that who signed the above Bid is authorized to do so and bind the- company by authority of its board / governing body.

Date : Signature :
(Company Seal) (Name)

Note : Authorized signatory should be an employee of the Bidder (as applicable) and should have been authorized vide a board resolution, authorizing him/her to sign/execute the proposal as a binding document and also to execute all relevant agreements forming part of Tender

FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT

(To be executed on stamp paper/s of Rs.500/-)

TENDER No. FA/IT(7-ERP)/2018/237

In consideration of the Board of Trustees of the Mormugao Port Trust (hereinafter called "The Board") having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called "the said Contractor(s)" for the work _____ (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the Contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We _____ (hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank) pay to the Board an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the Board.

2. We _____ do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the Board stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). 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 Rs. _____ (Rupees _____ only).

3. We, the said Bank, further undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the Contractor(s) shall have no claim against us for making such payment.

4. We _____ further agrees that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-In-Charge, on behalf of the Board, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s), and accordingly discharges this Guarantee.

5. We _____ further agree with the Board that the Board (indicate the name of the bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to 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 Contractor(s) or for any forbearance, act of omission on the part of the Board or any indulgence by the Board to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s). We _____ lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Board in writing.

7. This Guarantee shall be valid up to _____ unless extended on demand by the Board. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ (Rupees _____ only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated the _____ day of _____

Authorized Signatory for the Bank
(Indicate the Name of the Bank)

DETAILS TO BE SUBMITTED BY THE BIDDERS FOR E.F.T. PAYMENT

A. VENDOR DETAILS

1	Name of the Organization	
2	Address (in detail)	
3	Telephone No.	
4	E-mail ID	
5	PAN No.	
6	Tax Identification No. (TIN)	
7	GST Registration No.	
8	GST Registration Code	
9	CST Registration No.	
10	Employee Provident Fund (EPF) Registration No.	
11	Employee State Insurance Scheme (ESIS) Registration No.	

B. BANK DETAILS OF BIDDER

1	Bank Name	
2	Bank Branch Address (in detail)	
3	Bank Branch code	
4	Bank Account No.	
5	Bank Account Type	
6	Magnetic Ink Character Recognizer (MICR).	
7	IFSC Code.	

SIGNATURE OF BIDDER

MORMUGAO PORT TRUST**ELECTRONIC PAYMENT SYSTEM MANDATE FORM****DETAILS FOR PROCESSING THE PAYMENT THROUGH RTGS**

1	Name of the Beneficiary	MORMUGAO PORT TRUST
2	Address of the Beneficiary with PIN Code	Administrative Office Building, Headland Sada, Goa – 403804.
3	PAN Number	AAALM0293P
4	Name & Mobile Number of responsible person	RAGUNATH MORAJKAR / 9423059702 raghunath.morajkar@mptgoa.com
5	Name of the Bank & Branch	STATE BANK OF INDIA, Mormugao Harbour Branch
6	Bank Telephone Number	0832-2520212
7	Address of the Bank	STATE BANK OF INDIA, Mormugao Harbour, Goa-403803.
8	MICR Code of the Bank	403002024
9	IFSC Code No.	SBIN0002164
10	Type of Account and Branch Code	Current Account / Branch Code:-002164
11	Account number of the Bank	10438017048
12	Beneficiary E-mail ID	cashmpt@mptgoa.com

FINANCIAL ADVISER & CHIEF ACCOUNTS OFFICER

PROFORMA FOR GST DETAILS

Sr No	Particular	Mormugao Port Trust	Data Required
1	Customer Name as per GST Registration Certificate	Mormugao Port Trust	
2	Full Postal Address	Administrative Building, Headland Sada.	
3	City	Goa	
4	Pin code	403 804	
5	PAN	AAALM0293P	
6	Type of Person	Local Authority	Company/Firm/Individual/Trust/LLP/AOP
7	Resident/Non Resident as per Income Tax Act	Resident	
8	ARN No.	AA30617001663N	
9	Provisional ID	30AAALM0293P1ZY	
10	GST No.	To be allotted	
11	PPOB (Principal Place of Business) or APOB (Additional Place of Business)	PPOB	
12	Reason for Non Registration (Turnover Limit / Non Taxable Supply / Other Reason)	NA (Registered Under GST)	
13	Type of Customer (Manufacturer/Trader/Importer/Depot/Service Provider/Works Contractor/Principal/Consumer)	Service Provider	
14	Whether Falling under SEZ unit or Developer? (Yes or No)	No.	
15	Whether B2B or B2c (B= Business & C= Customer)	B2B	
16	Whether Opted for Composition Lavy Scheme? (Yes or No)	No.	

17	Whether falling under casual taxable person as per Section 2(20) of CGST Act,2017 (yes or No)	No.	
18	Whether falling under Non Resident taxable person as per section 2(77) of CGST Act,2017 ? (Yes or No)	No.	
19	Central Excise Registration No.	--	
20	Service Tax Registration No.	AAALM0293PST001	
21	VAT - TIN	30181201096	
22	CST - TIN	V/CST/1683	
23	IEC	1706000073	
24	Contact Details :		
	Name	Shri.AnantChodnekar	
	Designation	Sr. Dy.CAO	
	Phone No.	0832-2521132	
	E-mail	facao@mptgoa.com anant.chodnekar@mptgoa.com	

I, Mr./Mrs. _____ (Proprietor/Partner/Director) of M/s _____ do certify that the information given above is complete and correct.

Place :

Signature of Authorized Personnel

Date :

(Name: _____)