REQUEST FOR PROPOSAL (RFP)

Selection of vendor for the Supply, Installation, Testing, Commissioning and maintenance of Secondary MPLS/VPN Connectivity for Department of Prohibition, Excise and Registration

Tender No: MPLS Connectivity/Registration/2022/02
Dated: 22/07/2022

Department of Prohibition, Excise and Registration

Government of Bihar

1 Introduction

1. The Department of Prohibition, Excise and Registration, Govt. of Bihar invites bids from eligible agencies for Installation, Commissioning. Testing and Maintenance of secondary MPLS/VPN connectivity for district registry office /sub registry offices of the state. Bids are invited from Service Providers other than the existing MPLS Service Provider.
2. All proposals submitted in response to the RFP document must be accompanied by an EMD of Rs 2,00,000 (Rupees Two Lakhs Only) in the form of Bank Guarantee in favor of **Excise Commissioner Cum I.G. Registration**, **Account Number – 922020004238912, Branch Name – AXIS Bank Limited RajaBazar**, payable at Patna. Bids submitted without adequate EMD will be liable for rejection.
3. 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 Schedule of Bid Process

SL#	Information	Details
1.	RFP No. and Date of availability	MPLS connectivity/Registration/2022/01, Available for download from 22 July 2022 4:00 PM onwards till 8 August 2022, 4:00 PM
2.	Last date for submission of written queries for clarifications	25 July 2022, 5:00 pm Email: excise-bih@nic.in
3.	Date of pre-bid conference	26 July 2022, 4:00 pm at Conference Room, Department of Prohibition, Excise and Registration, Vikash Bhawan, New Secretariat, Patna – 800 015
4.	Release of response to clarifications	29 July 2022, 5:00 PM
5.	Last date of submission of bid	8 Aug 2022, 4:00 PM
6.	Opening of Technical Bids	8 Aug 2022, 4:30 PM
7	Opening of Financial Bids	To be intimated
7.	Contact person for queries	Manoj Kumar Sanjay AIG, Registration email: excise-bih@nic.in

3 Introduction of Department: -

The main functions of the department involve:

The Registration Department came into existence vide Government of Bihar Resolution No. 1724 dated 28 August l991. Prior to that, it was a part of Revenue Department. The primary duty of the registration department is to register the deed and to keep its record. The department is headed by a Minister at political level. At bureaucratic level, Departmental Secretary is at its head. Bihar Society for Computerizations of Registration Offices (BISCORE) is a state level society registered under Society Registration Act,1860 and is Nodal Agency for Computerization of Registration Offices in Bihar. It also monitors and controls activities related to registration of documents through computerized system conducted by District Level Societies. Primary scope of work of BISCORE is selection of vendors for MPLS Connectivity, hardware on lease basis for various registry/sub-registry offices of the Registration Department.

4 Scope of work

1. The bidder shall be responsible for the Supply, Installation, Commissioning, testing and maintenance of secondary MPLS/VPN, connectivity between State Data Centre and various district registry offices /sub registry offices of the state.
2. The Primary link which is being used at all registry offices is BSWAN. The bandwidth provided by the selected bidder will be used as a secondary/backup link for all the district registry/sub registry offices of the state.
3. The initial contract shall be valid for the period of 3 years. The charges will be fixed for 3 years. The Registration Department reserves the right to extend the Term for a period of up to one year with a maximum of two years, such extension on the same terms and conditions, are subject to the Registration Department's obligations at law.
4. The service includes providing all related network hardware on lease for connectivity, last mile, bandwidth, installation, configuration, hardening, maintenance support, integration with LAN/WAN, proactive monitoring and reporting etc.
5. The bandwidth requirement for each office should be minimum 60 Mbps for State Data Centre at Beltron Bhawan, Patna and 4 Mbps for District Registry Offices and Sub-Registry Offices. In case of an increase /decrease in bandwidth of any circuit, the rate of the increased/decreased bandwidth will be paid to the vendor on a pro-rata basis
6. The circuit should be available in full duplex mode with sending and receiving available on the same circuit. (For e.g. · On a 4 Mbps circuit, 4 Mbps sending and 4 Mbps receiving should be possible simultaneously.
7. Network hardware shall be provided by the vendor. Equipment's including routers/ Firewalls /Modems / converters /fiber etc. that is required to provide the link will have to be provided by the service provider.
8. Bidder needs to have a co-ordination with the existing system integrator for integrating with the present system for the offices to function smoothly.
9. At all locations, all equipment for providing the MPLS connectivity including router and switch will have to be supplied, installed, managed and maintained (throughout the entire period of contract) by the Vendor and shall remain their property.

10. Bidder needs to provide higher capacity on wire line (Copper/Fiber) depending on feasibility or by RF. Bidders needs to submit the wired/wireless feasibility status for each location. Department should have option to select wireless/wired connectivity as per requirement where both wired/wireless connectivity is feasible.
11. Any extra material required for the project execution not mentioned in the rate format shall be supplied and deployed by the bidder at no additional cost. The department will provide earthing and online power backup for project execution.
12. The bidder shall ensure proactive monitoring and management of installed network using network management software to ensure uninterrupted services. Selected bidder will compulsorily establish Network Monitoring System (NMS) at Prohibition, Excise and Registration Department, Govt. Of Bihar.
13. The bidder must have Network Operation Center to monitor all the links from their NOC and submit the reports like Uptime, Bandwidth utilization, Link error, latency, etc on weekly basis and as per the requirement. Link Status of every office should be made displayed through NMS (Network Monitoring System) on a single screen and district wise report at departmental head quarter round the clock every day (365*24*7) and location wise weekly detailed report of downtime should compulsorily made available.
14. Selected agency will be bound to ensure MPLS / VPN facility to each of the office within 45 days after issue of Letter of Intent or Work Order.
15. The bidder must provide dedicated manpower/technical staff on working hours (primary and extended office hours) to manage network, call logging, escalation procedure etc. The staff deployed shall be on bidder's own payroll.
16. The selected bidder will have to make all Offices/Locations operational within 45 days from the issue of LOI/Work Order.
17. The bidder is required to conduct feasibility at the required sites and finalize the requirement of network infrastructure required to provide secondary MPLS Connectivity.

5 Information Ownership

All information processed, stored, or transmitted by Vendor belongs to the Department. By having the responsibility to Commission and maintain secondary MPLS/VPN Connectivity, the Vendor does not acquire implicit access rights to the information or rights to redistribute the information. The Vendor understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately. For this the selected agency has to enter into a Non-Disclosure agreement with the Department that all the information on customer data will be protected using appropriate security measures. Any legal issues due to leak or disclosure of information of the citizen's data will be agency's liability and any cost on the issue will be borne by the agency.

6 Indemnification

a) The Bidder shall, at its own expense, defend and indemnify Department against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder's) employees or agents, or by any other third party resulting from or by any gross negligence and/or wilful default by or on behalf of the Bidder and against any and all claims by employees,

workmen, contractors, sub- contractors, suppliers, agent(s), employed, engaged, or otherwise working for the Bidder, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

b) The Bidder shall indemnify, protect and save Department and hold Department harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly from (i). a gross negligence and/or wilful default of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract (ii). breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder (iii). use of the deliverables and or services provided by the Bidder (iv). Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.

c) The Bidder shall further indemnify Department against any proven loss or damage to Department's premises or property, etc., due to the gross negligence and/or wilful default of the Bidder's employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express direction of the Bidder.

d) The Bidder shall further indemnify Department against any proven loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third-party claims on Department for malfunctioning of the equipment at all points of time.

7 Termination and Blacklisting:

I. The Department may terminate this Agreement and Blacklist/Debar the vendor , in case of occurrence of any of the events specified below. In the event of such an occurrence, the First Party may give not less than 30 days written notice of termination to Second Party.

   a. If the vendor is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 days.
   b. If the vendor becomes insolvent or goes into compulsory liquidation
   c. If the vendor, in the judgement of Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract
   d. If the vendor submits to Department a false statement which has material effect on the rights, obligations, or interests of the Department.
   e. If the vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Department.
   f. If the vendor fails to provide Quality services as envisaged under this Agreement.
   g. Serious discrepancy and delay in delivery of services or the performance levels agreed upon, which might have an impact on the functioning of the Call Centre.
   h. Failure of the vendor mobilize manpower, follow local laws, clumsy execution of work, and total disregard to public safety and its own employees.
   i. Failure to abide by any lawful directions of the Department.

Note: - Blacklisting/Debarment of the vendor shall be natural consequence of the termination. The

Blacklisting/Debarment shall be for such a period as may be specified by the Department.
Provided that before placing the vendor in the blacklist, with or without the termination of the contract, the Department shall issue a notice given 15 days of time to the vendor.

7.2 Penalties: - The Department may impose a suitable penalty of the vendor of the failure of such activities as mentioned above. Such penalties shall be deducted from the pending bills/bank guarantee of the vendor. However, the Department shall issue a notice given 15 days of time to the vendor before imposing such penalty.

7.3 Termination Payments:- These payments shall mean the amount of payment by either party to the other party upon termination. Upon termination of the contract, Department may encash and appropriate the performance security/bank guarantee etc. The Department may clear outstanding dues of the sub-vendors of the second party out of such encashment and/or from the pending bills of the second party. After clearing such liabilities, any valid dues of the second party may be paid thereafter.

7.4 Blacklisting without termination: - The Department may blacklist the vendor without terminating the contract for any of the failures or acts of commissions or omissions under this Agreement.

7.5 **Foreclosure with Mutual consent: -**

a) Without prejudices to any provisions of this agreement, Department and the vendor may foreclose this agreement by mutual consent in circumstances which does not constitute either party's default without any liability or consequential future liability for either party.
b) Should a Party intend to foreclose this Agreement by mutual consent, the intending Party shall issue a notice to the other Party and upon issuance of such notice, the other Party may within 15 days from receipt of such notice either agree to such foreclosure or raise objection(s) to the same by intimating either of the two possible positions to the intending Party in writing.
c) In either case of the other Party agreeing to the proposed foreclosure or otherwise, the Parties may negotiate the proposed foreclosure and sign a Supplementary Agreement for foreclosure to the main Contract Agreement within 30 (thirty) days of the date agreeing by both Parties. Foreclosure shall not come into effect unless and otherwise Supplementary Agreement is signed.
d) Any attempt or endeavour for foreclosure by mutual agreement shall be without prejudice to the rights and obligations of the Parties herein and the factum of such an attempt or exercise shall not stop either of the Parties form discharging their contractual obligations under this Agreement.
e) For the avoidance of doubt, it is clarified that such foreclosure will be without prejudice to the Vendor and shall not affect the Vendor in any way if it wishes to bid in future projects of the Department.

8. Transition and Exit Plan:

The vendor shall ensure that the transition is smooth in case the contract is terminated or foreclosed with mutual consent. In addition to the cancellation of contract, Department reserves the right to charge appropriate penalties and liquidated damages from the selected agency. Further: -

a) All risks during transition stage shall be properly documented to ensure smooth transition without any service disruption.

b) The transition plan along with the period shall be mutually agreed between vendor and Department when the situation occurs. Vendor shall be released from the project once successful transition is done meeting the parameters defined for the successful transition.

9 Fraud or Corrupt Practices

a. The Bidders shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this RFP, or in LOA or the Agreement, the Department of Prohibition, Excise and Registration department, Government of Bihar may reject a bid, withdraw the LOA, debar the bidder for a period of one year from participating in the future projects of the Department or terminate the Agreement, as the case may be 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 practices. In such an event, the Department of Excise and Prohibition, Government of Bihar shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security 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 Bidders Proposal.

b. Without prejudice to the rights of the DEPARTMENT under Clause above and the rights and remedies which the DEPARTMENT may have under the LOI or the Agreement, if a Bidder, 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 shall not be eligible to participate in any tender or RFP issued by DEPARTMENT during a period of <1(one)year> from the date such Bidder, is found by the DEPARTMENT 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 here in after respectively assigned to them:
   i. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project;
   ii. “fraudulent practice” means aim is representation 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 impairer harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;
   iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Department of Prohibition, Excise and Registration, Government of Bihar 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.

10. Dispute Resolution

i. The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.

ii. All settlement of disputes or differences whatsoever, arising between the parties out of or in connection to the construction, meaning and operation or effect of this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between Department and the vendor's representative.

iii. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:

iv. Conciliation: - All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be first settled by way of conciliation and failing which, by way of arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

v. ii. The dispute shall be first referred to the Development Commissioner for conciliation who shall conduct conciliation

vi. proceedings which will be held at Patna, Bihar.

vii. iii. Arbitration: - In case the conciliation proceedings fail, the dispute shall be referred to the arbitration as per the Arbitration Act.

viii. iv. All legal disputes will come under the sole jurisdiction of Patna, Bihar. The venue of the arbitration shall be Patna.

ix. The Arbitral award shall be final and binding on both the parties.

x. Work under the contract shall be continued by the vendor during the arbitration proceedings unless otherwise directed in writing by Department unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by Department, to the vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

11 Limitation of Liability

The Vendor's aggregate liability shall be limited to the total contract value during the contract period. However, there shall be no cap on liability of the Vendor for below mentioned events:

- Any willful misconduct or gross negligence of the Vendor, its employees, its agents or employees of its subcontractors in the performance of the Services.
- Infringement of any patent, trademarks, copyrights, intellectual property rights etc. or such other statutory infringements or any other law in respect of the Services provided by the Vendor.
- The Department shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third-party tools/hardware/software or modules supplied by the Vendor as part of this Agreement.

12. Payment Terms:

- No advance payment shall be made in any case.
- Payment will be made on a quarterly basis. Billing shall be done for number of days from the date of commissioning until the end of the respective quarter within which the commissioning takes place.
- First payment shall be released after the successful completion of final acceptance test which will be conducted for connectivity between State Data Centre and at least 40 registry offices during 31st to 41th day from date of work order.

13. Service Level Agreement

The SLAs broadly would cover the following services:

1. MPLS services terminating at Data Centre at Patna
2. Data Centre to Registry Offices MPLS-VPN Services across Bihar as per list

The overall SLA for the Services (individually and combined) should be as follows:

a) For first: 99% uptime in a month,
b) For second: 98% uptime in a month

System Uptime is the time for which user is able to access the applications, website and other components of the IT solution during the working hours. The system can be down due to any of the reasons including failure of hardware, network, system software, application etc.

This Service level agreement would be valid for entire period of contract. This SLA may be reviewed and revised according to the negotiation and requirements as accepted by all parties.

The contract is meant for comprehensive management of the MPLS Links for maximum uptime and optimum performance. Any failure in meeting Department's expectations as per the contract shall attract penalty without any prejudice to Department's right to cancellation of the Purchase Order.

S. No.	Service Description	Service Level	Validation	Penalty
1	Connectivity at Data Centre (MPLS connectivity)	99% Monthly Uptime	Service Provider reports/NMS reports	1. >99% - No Penalty 2. <99% - 97%> - 5% of monthly charges of the particular service. 3. <97% - 95%> - 10% of the monthly cost of the particular service 4. Below 95% - 100% of the monthly cost of the particular service. No payment shall be made
2	Connectivity at sites (registry offices)	98% Monthly Uptime	Service Provider reports/NMS reports	1. >98% - No Penalty 2. <98% - 96%> - 5% of monthly charges of the particular site service. 3. <96% - 95%> - 10% of the monthly cost of the particular site service 4. Below 95% - 100% of the monthly cost of the particular service. No payment shall be made.

In addition to the above, there is also penalty for downtime if the uptime is not restored at particular site within given timeframe.

S. No	Recovery time	Penalty
1	Within 24 Hrs.	No Penalty
2	>24 Hrs. <=48 Hrs.	5% of monthly cost of a particular site
3	>48 Hrs.<=72 Hrs.	10% of quarterly cost of a particular site
4	>72 Hrs.	Disciplinary actions may be taken against the service provider and may lead to termination of the contract.

14. Liquidated Damages

a. The liquidated damage is an estimate of the loss or damage that Department may have suffered due to non-performance of any of the obligations (under the terms and conditions) or delay in performance during the contract relating to activities agreed to be undertaken by the Bidder.

b. If the bidder fails to deliver and install the Solution or to perform the services within the time period(s) specified in the contract, Department shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% of the contract price for the respective location for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price for the respective location. Once the maximum is reached, Department may consider termination of the contract.

c. Performance of services shall be within the norms specified in the Service Level Agreement (SLA) forming a

part of the contract. In case bidder fails to meet the above standards of maintenance, there will be a penalty as specified in the SLA.

15. Performance Bank Guarantee

The successful bidder is required to submit Performance Bank Guarantee (PBG) equivalent to 5% of the contract value defined in this RFP on or before signing of the subsequent contract typically within 15 days from the notification of LOI, unless specified to the contrary.

16. Instructions to the Bidders

16.1 General

I. 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. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Department on the basis of this RFP.

II. 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 Department. Any notification of preferred bidder status by the Department shall not give rise to any enforceable rights by the Bidder. The Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Department.

III. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

16.2 Compliant Proposals / Completeness of Response

1. 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.
2. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
3. Include all documentation specified in this RFP;
4. Follow the format of this RFP and respond to each element in the order as set out in this RFP
5. Comply with all requirements as set out within this RFP.

17. Key Requirements of the Bid

17.1.1 Right to Terminate the Process

I. The Department may terminate the RFP process at any time and without assigning any reason. The Department makes no commitments, express or implied, that this process will result in a business transaction with anyone.

II. This RFP does not constitute an offer by the Department. The bidder's participation in this process may result the Department selecting the bidder to engage towards execution of the contract.

- **RFP Document Fees**

RFP document can be downloaded from the website www.eproc2.bihar.gov.in after paying tender fee of Rs. 5000/-and processing fee of Rs. 590 /. The fees will have to be paid through online on the above-mentioned website. Proposals received without or with inadequate RFP Document fees shall be rejected.

- **Earnest Money Deposit (EMD)**

1. Bidders shall submit, along with their Bids, EMD of INR 2,00,000 only in the form of Bank Guarantee issued by any Scheduled bank.
2. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
3. 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.

- **Submission of Proposals**

a) The bidders should submit their responses as per the format given in this RFP in the following manner: 1) Technical Proposal and 2) Financial Proposal
b) Please Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Financial Proposal.
c) 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.
d) The bids shall be uploaded through http://eproc2.bihr.gov.in as per the instructions available on the website.

18. Preparation and Submission of Proposal

18.1.1 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 the Department to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
- The Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

18.1.2 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.

18.1.3 Tender Opening

I. The Proposals submitted up to due date and time will be opened at a date to be notified by a committee authorized by the Department, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

II. 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.

18.1.4 Tender Validity

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

18.1.5 Tender Evaluation for responsiveness

I. Initial bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals:

- Are not submitted in as specified in the RFP document
- Are found with suppression of details
- With incomplete information, subjective, conditional offers and partial offers submitted
- Submitted without the documents requested in the checklist
- Have non-compliance of any of the clauses stipulated in the RFP
- With lesser validity period

II. All responsive Bids will be considered for further processing. The Department 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.

19 Proposal Evaluation Criteria

19.1 Pre-qualification criteria:-

The Bidder shall fulfill all of the following eligibility criteria independently on date of submission of bid.

S No	Requirement	Criteria	Documents Required
1	Legal Entity	The Bidder should be a company registered under Indian Companies Act 1956/2013. Should have been operating for the last 5 years having MPLS/ VPN license.	Certificate of Incorporation
2	Turnover	The bidder must have achieved average financial turnover of INR 500 crore or more for the last three years ending on 31 Mar 2022.	Copy of the audited annual reports/certificate of CA
3	License	The bidder must have own access network license for providing the last mile from the competent regulatory authority for providing terrestrial links in India. The certificate should have validity of at least 3 years from the date of RFP i.e. it should be valid upto 2025	License certificate from DOT

4	Support	The bidder shall have 24*7 support service for internet and MPLS-connectivity and preferably a web-based MIS tool.	Self-Certificate signed by Authorized signatory of the bidder with the details of MIS tool and list of customer Service centre(s).
5	Not Blacklisted	The bidder should not be blacklisted or debarred by any Central/State Government institutions, PSUs in India.	Undertaking on their letter head
6	Network Operation Centre	The bidder should have their own Network Operation Centre (NOC) in India for monitoring and maintenance of MPLS network at its own premises or they should have lease signed for the period of 3. The NOC should be in existence for the last 3 years.	Details of NOC to be provided

1. The bidder needs to comply with all the eligibility criteria mentioned above. Noncompliance to any of these criteria would result into immediate rejection of the proposal.
2. The bidder is required to provide all supporting documents against each of the points for eligibility evaluation. Technical bid not accompanied by relevant supportive documents will not be considered for evaluation.
3. The Bidders must have all Certifications/registrations (like GST Registration, PAN, TAN, other required Licenses to operate as Internet Service Provider etc.) in order to comply all rules, regulation, acts of the governing / regulatory authorities.

19.2 Technical Evaluation

S. No	Criteria	Basis for evaluation	Max. Marks	Supporting required
1.	List of Projects (Where Managed MPLS connectivity has been provided anywhere in India)	Number of projects with Govt sector/PSU/Bank and Others • 2- 5 Projects-25 Marks • 5-10 Projectsx`x-30 Marks • >10 Projects -35 Marks	35	Documentary proof (copies of contract or work order or completion certificate)
2.	Experience of MPLS-VPN connectivity across multiple locations	Number of locations for which MPLS-VPN connectivity has been provided under a single project • 10- 20 locations -25 Marks • 21-30 locations-30 Marks • >30 locations -35 Marks	35	Documentary proof (copies of contract or work order or completion certificate)

S. No	Criteria	Basis for evaluation	Max. Marks	Supporting required
3.	Presence in Bihar	If the bidder is having local office in Bihar 5 marks else "0".	5	Copy of the Establishment certificate
4.	Quality of Service	• ISO certification (ISO 9001:2015)- 2.5 marks • ISO 20000- 2.5 Marks • ISO 27001- 2.5 Marks • TL 9000- 2.5 Marks	10	Copy of certificate which is valid on date of submission
5.	Project Understanding/ Implementation Plan/Approach& Methodology proposed for carrying out the said assignment	• Project Understanding - 5 Marks • Approach & Methodology-5 Marks • Implementation plan with milestones and responsibilities -5 Marks	15	Technical Document
	Total Score		**100**	

Bidders whose bids are responsive, based on minimum qualification criteria / documents as in Pre-Qualification Criteria and score at least 70% in the above defined scoring mechanism would be considered technically qualified.

19.3 Financial Bid Evaluation

a) The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.

b) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

c) The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.

d) Any conditional bid would be rejected.

e) 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".

f) If there is no price quoted for certain material or service, the bid shall be declared as disqualified.

g) The Total Bid Price, as computed by the Purchaser shall be used for the purpose of Financial evaluation of bids.

20. Award Criteria

The Contract will be awarded on Lowest cost Method. The bidder quoting the lowest value will be awarded the Job.

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

The Department 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 the Department action.

22. Contract Finalization and Award

a. The Department shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing.

b. The Department may also like to reduce or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly, total contract value may change on the basis of the rates defined in the financial proposal.

23. Signing of Contract

After the Department notifies the successful bidder that its proposal has been accepted, the Department shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between the Department and the successful bidder. The Draft Legal Agreement is provided as a separate document as a template.

24. 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 the Department may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the Department shall invoke the PBG of the most responsive bidder.

25. Annexure

Annexure I: TECHNICAL BID TEMPLATES

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

Forms to be used in Technical Proposal:
Form 1: Undertaking on Total Responsibility
Form 2: Details Of the Bidder
Form 3: Bank Guarantee for Earnest Money Deposit
Form 4: Letter of Proposal
Form 5: Affidavit

Annexure II: Location Details

Annexure III: FINANCIAL PROPOSAL TEMPLATE

Forms to be used in Financial Proposal:
Form 1: Financial Proposal
Form 2: Performance Guarantee

Form 1: Undertaking on Total Responsibility

No. Date:
To:

Dear Sir,

Sub: Self certificate regarding Total Responsibility

This is to certify that we undertake total responsibility for the successful operation and maintenance of MPLS Connectivity as per the terms and conditions of the RFP.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory of the Bidding Organisation)

Name :
Designation :
Date :
Time :
Seal :
Business Address:

Form 2: Particulars of the Bidder

Details of the Bidder (Company)		
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Status of the Company (Proprietorship/Partnership/Public Ltd/Pvt. Ltd)	
4.	Details of Incorporation of the Company	
7.	Valid GST no.	
8.	Permanent Account Number(PAN)	
9.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
10.	Telephone No. (with STD Code)	
11.	E-Mail of the contact person:	
12	Fax no (with STD code)	

Form 3: Bank Guarantee for Earnest Money Deposit

To,

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

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 the department

Know all Men by these presents that we <> having our office at <Address> (hereinafter called "the Bank") are bound unto the department (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:

i. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
ii. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
    1. Withdraws his participation from the bid during the period of validity of bid document; or
    2. 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.

Form 4: Letter of Proposal

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Subject: Submission of the Technical bid for <Secondary MPLS Connectivity>

Dear Sir/Madam,

We, the undersigned, offer to provide MPLS VPN Connectivity to the Department of Prohibition, Excise and Registration, Government of Bihar 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 <180> 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 5: Affidavit Format

AFFIDAVIT

1) I, the undersigned, do hereby certify that all the statements made in the required attachment are true and correct and if found fake/forged, the undersigned will be liable for infliction upon the FIR and lawful punishment as well as blacklisting.

2) The undersigned also hereby certifies that neither our firm M/s ……..has been black listed nor has abandoned any work in government departments in India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.

3) The undersigned hereby authorizes and request(s) the bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

4) The undersigned understand and agrees to furnish any further required qualifying information on request of the Department.

(Signed by an Authorized Signatory of the Firm)

Title of Officer

Name of Firm

Date:

ANNEXURE II: Location Details

S.No	Registry Office Name
1	Araria Sadar
2	Forbesganj
3	Jokihat
4	Arwal
5	Aurangabad
6	Daud Nagar
7	Banka
8	Begusarai
9	Teghra
10	Bakhri
11	Manjhaul
12	Balia
13	Bettiah
14	Shikarpur
15	Bagaha
16	Kaimur
17	Mohania
18	Bhagalpur
19	Kahalgaon
20	Bihpur
21	Ara(Bhojpur)
22	Jagdishpur
23	Piro
24	Buxar
25	Darbhanga
26	Kamtaul
27	Bahera
28	Biraul
29	Gaya
30	Tekari
31	Sherghati
32	Neemchak Bathani
33	Gopalganj
34	Mirganj

S.No	Registry Office Name
35	Phulwaria
36	Sidhwaliya (Madhopur)
37	Jamui
38	Chakai
39	Jehanabad
40	Katihar
41	Barsoee
42	Khagaria
43	Gogri
44	Kishanganj
45	Thakurganj
46	Bahadurganj
47	Lakhisarai
48	Halsi
49	Suryagarha
50	Madhepura
51	Uda Kisunganj
52	Madhubani
53	Khajauli
54	Jaynagar
55	Benipatti
56	Jhanjharpur
57	Babubarhi
58	Phulparas
59	Motihari
60	Kesaria
61	Dhaka
62	Chhoradano
63	Areraj
64	Chakia
65	Pakri Dayal
66	Raxaul
67	Munger
68	Khargapur
69	Tarapur
70	Muzaffarpur
71	Paroo
72	Katra

S.No	Registry Office Name
73	Sakra
74	Motipur
75	Nalanda
76	Hilsa
77	Rajgir
78	Nawada
79	Rajauli
80	Patna
81	Patna City
82	Danapur
83	Barh
84	Bikram
85	Masaurhi
86	Phulwarisharif
87	Purnea Sadar
88	Amour
89	Dhamdaha
90	Saharsa
91	Simri Bakhtiyarpur
92	Samastipur
93	Kishanpur
94	Rosera
95	Dalsinghsarai
96	Saran
97	Marhaura
98	Ekma
99	Sonepur
100	Masrakh
101	Parsa
102	Rohtas (Sasaram)
103	Bikramganj
104	Dehri On Sone
105	Sheikhpura
106	Sheohar
107	Sitamarhi Sadar
108	Parihar
109	Belsand
110	Pupri

S.No	Registry Office Name
111	Bhutahi
112	Dheng
113	Siwan Sadar
114	Darauli
115	Basantpur
116	Barharia
117	Maharajganj
118	Raghunathpur
119	Supaul
120	Ganpatganj
121	Triveniganj
122	Nirmali
123	Hajipur
124	Mahua
125	Mahnar
126	Lalganj

ANNEXURE III:

Form 1: Financial Proposal

The bidders who will qualify the Technical Bid criteria will be eligible for Financial Bid opening. Financial bid will be submitted by the bidder in prescribed format as mentioned below:

S.No	Bandwidth	No. of locations	Rate per location per month	Total Bid price for 36 months (without tax)
A	B	C	D	E=(C*D)*36
1	4 Mbps (wired/wireless)	126		
2	60 Mbps wired	1		

Notes:

1. Prices quoted by Bidders should be Exclusive of all applicable taxes. Taxes will be charged by the vendor at the prevailing rate applicable at the time of invoicing.
2. The financial quote of the participating bidder whose total quote is lowest will be declared as L1 bidder and will be invited for negotiations and final award of contract.
3. At any point of time, purchaser may upgrade/downgrade or discontinue the connectivity service of any number of locations with a prior notice of 30 days.
4. Please note that total amount includes charges for the complete scope of work including the hardware cost towards installation and commissioning of leased line for all 126 registry offices.
5. **It is advisable to the bidders to carry out the survey of all locations and understand the requirements in terms of hardware installation or any other set up cost before finalizing their financial quote.**

Form 2: PERFORMANCE BANK GUARANTEE

PERFORMANCE SECURITY:

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas, <name of the supplier and address>(hereinafter called "the bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to the department (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, **<Name of Bank>** a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office>have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs.<Insert Value>(Rupees <Insert Value in Words> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs.**<Insert Value>(Rupees<Insert Value in Words> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <*Insert Date*>)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed **Rs.<Insert Value>(Rupees <Insert Value in Words> only).**
II. This bank guarantee shall be valid up to <*Insert Expiry Date*>)
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 Expiry Date*>) failing which our liability under the guarantee will automatically cease