

# **INSPECTOR GENERAL OF REGISTRATION & CONTROLLER OF STAMPS**

**Ground Floor, Opp. Vidhan Bhavan (Council Hall)**

**New Administrative Building,**

**Pune 411 001, Maharashtra**



**Ref: IGR/D3/eTender/Optical Fiber/2017**

**Dated 19/05/2017**

**REQUEST FOR PROPOSAL (RFP) FOR THE  
SELECTION OF NETWORK SERVICE  
PROVIDER FOR PROVIDING OPTICAL  
FIBER CONNECTIVITY**

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## **1. LETTER OF INVITATION**

**To:**

### **The Prospective Bidders**

Inspector General of Registration and Controller of Stamps, Maharashtra State, Pune invites proposals for setting up optical fibre connectivity between State Data Centre, Mumbai and BSNL Data Centre, Mumbai.

Inspector General of Registration & Controller of Stamps, Maharashtra State, Pune reserves the right to accept or reject any tender offer without assigning any reason.

For the procurement process, the bidders shall follow the procedure described on e-Tendering website (<http://mahatenders.gov.in/nicgep/app>). For further details about the e-Tendering procedure and its requirements, refer manual available on the e-Tendering website.

The tender document will be available on e-Tendering website and may be downloaded by the interested bidders. The bidders are required to submit the tender fee and EMD online on or before the last date of bid submission through e-tendering website (<http://mahatenders.gov.in/nicgep/app>) without which bid shall be considered incomplete & non responsive and hence shall not be considered for evaluation. The tender fee shall be non-refundable. Important information about the bid is given in section 2.

Sd/-

**Inspector General of Registration &  
Controller of Stamps, Maharashtra State, Pune**

## 2. IMPORTANT INFORMATION

#	Events	Date/Place/Time
1.	Tender Reference No:	IGR/D3/eTender/Optical Fiber/2017
2.	Tender Fee	Rs.1,000/- (One thousand only)
3.	Earnest Money Deposit (EMD)	Rs.2,50,000 (Two lakh fifty thousand only)
4.	e-Tendering Website	<a href="http://mahatenders.gov.in/nicgep/app">http://mahatenders.gov.in/nicgep/app</a>
5.	Date of tender issue	19/05/2017
6.	Last Date for Submission of Pre-Bid Queries	24/05/2017 (only by email at <a href="mailto:dig.it@igrmaharashtra.gov.in">dig.it@igrmaharashtra.gov.in</a> )
7.	Date, Time & Place of Pre-Bid Conference	26/05/2017 at 3 P.M. Office of the Inspector General of Registration & Controller of Stamps, M.S., Pune, New Administrative Building, Ground Floor, Opp. Council Hall, Pune-411 001.
8.	Last Date, Time and Place for submission of Bids	07/06/2017 till 3 P.M. through eTendering portal
9.	Period of Bid Validity	90 days from the date fixed for submission of Bids, which can be extended, if required.
10.	Date, Time and Place of opening of the Pre-qualification Proposals	08/06/2017 at 11 A.M. through eTendering portal Office of the Inspector General of Registration & Controller of Stamps, M.S., Pune, New Administrative Building, Ground Floor, Opp. Council Hall, Pune-411 001.
11.	Date, Time and Place of opening of the Commercial Proposals	Date and time shall be communicated after opening of pre-qualifications proposals.
12.	Contact Person	Ms. Supriya Karmarkar DIG(IT), IGR Department. Ph:02026123826 Fax:02026129949 Email Id: <a href="mailto:dig.it@igrmaharashtra.gov.in">dig.it@igrmaharashtra.gov.in</a>

### 3. DEFINITIONS

<b>SDC</b>	State Data Centre, Government of Maharashtra, Mumbai
<b>BSNL DC</b>	BSNL Data Centre situated at Flora Fountains, Mumbai
<b>iSARITA</b>	Web based application developed by Department of Registration & Stamps for Registration of various documents as per the Registration Act, 1908
<b>SRO</b>	Sub Registrar Office
<b>JDRO</b>	Office of the Joint District Registrar
<b>IGR</b>	Inspector General of Registration, Government of Maharashtra
<b>TRAI</b>	Telecom Regulatory Authority of India
<b>NDC</b>	National Data Centre, NIC, Pune
<b>NIC</b>	National Informatics Center
<b>Department</b>	Department of Registration & Stamps, Maharashtra
<b>PoP</b>	Point of Presence

## 4. INVITATION FOR BIDS

Department of Registration & Stamps, Government of Maharashtra has been leveraging e-Governance to improve the delivery of services to the citizens and improve the productivity and efficiency of the government. To achieve this endeavour, a web based project called iSARITA has been undertaken and it is in successful operation for over 4 years.

In this regard, Inspector General of Registration & Controller of Stamps, Maharashtra State, Pune invites Proposal from Network Service Providers with proven track records licensed by TRAI, Government of India for establishing Optical Fibre connectivity between State Data Centre, Mumbai and BSNL Data Centre, Mumbai.

Interested bidders may submit their proposal in the prescribed format as specified in Annexure 1, 2 and 3. The Agency(ies) would be selected as per section 6.8 "Bid Evaluation & Selection".

The department reserves the right without any obligation or liability to accept or reject any or all of the proposals at any stage of the process, to cancel or modify the process or any part thereof or to vary any of the terms and conditions at any time, without assigning any reason whatsoever. Any type of corrigendum would be uploaded the in the Department of Registration & Stamps, Government of Maharashtra website [www.igrmaharashtra.gov.in](http://www.igrmaharashtra.gov.in) or the same could be obtained from the IGRO, Pune.

Sd/-

**Inspector General of Registration & Controller  
Stamps, Maharashtra State, Pune**

## 5. SCOPE OF WORK

The optical (dark) fibre connectivity between State Data Centre, Mumbai and BSNL Data Centre, Mumbai is provided at present via dark fibre connectivity from MTNL. The present contract with MTNL is about to expire, and hence IGR Dept. intends to procure fibre connectivity for continued operations of iSarita.

Successful bidder is required to set up following two types of connectivity between SDC, Mumbai and BSNL Data Centre, Mumbai. Approximate distance between these two points is 2.4 kms. Detailed addresses of connectivity points are given at the end of this section.

- 1) High Capacity connectivity with following technical specifications between State Data Centre, Mantralaya, Mumbai and BSNL Data Centre, Flora Fountain, Mumbai for Synchronous Replication of IGR's SDC Data to BSNL Data Centre.

### **Technical Specifications:-**

- i) 2 pairs of Dark Optical fiber single mode terminated on LIU (LC Coupler) at both ends (Main and standby link of 10 Gbps capacity each)
- ii) Latency of less than 1 millisecond

High capacity connectivity is required on lease basis for the period of **one year**. Period can be extended further subjected to mutual agreement between both the parties on commercials and other conditions of the RFP. Otherwise all other terms and conditions mentioned in this RFP will be applicable in extension period.

- 2) Two pairs of 100 Mbps connectivity for Asynchronous replication. Both pairs are required between SDC, Mumbai and BSNL Data centre (Main and standby link).

### **Technical Specifications:-**

- i) 100 Mbps Point to Point connectivity terminated on LIU (LC Coupler) at both ends

This connectivity is required on rent basis for the period of **one year**. Period can be extended further subjected to mutual agreement between both the parties on commercials and other conditions of the RFP. Otherwise all other terms and conditions mentioned in this RFP will be applicable in extension period.

Successful bidder will be responsible for maintenance and extending full support to the Department related to connectivity during the entire period of contract including the extended period, if any.

### **Addresses of connectivity points**

- 1) SDC, Mumbai  
Maharashtra State Data Centre,  
4th Floor, New Administrative Building  
Opposite Mantralaya, Mumbai.
- 2) BSNL Data Centre  
Fountain II Building,  
Flora Fountain, Mumbai.



## 6. INSTRUCTION TO BIDDERS

### 6.1. PROJECT TIMELINES

The project shall be strictly carried out in a time bound manner with following timelines

Activity No.	Activity Description	Maximum Timeline
1	Establishing Dark Optical Fibre connectivity between SDC and BSNL DC	T + 30 days
2	Establishing 2 pairs of 100 Mbps connectivity	T + 30 days

T - Date of issue of work order by the Department.

*\*Days mentioned are calendar days.*

### 6.2. PRE QUALIFICATION CRITERIA

The bidders must be in compliance with the following eligibility criteria, without which the bid would be out rightly rejected.

#	Pre-qualification Criteria	Documentary proof required
1.	Bidder should have carried out minimum 3 projects with minimum 5 km of dark fiber connectivity between two points	Copy of PO/Contract Agreement/LOI/ Letter certifying completion of work from client.
2.	The turnover from fiber connectivity projects should be minimum INR 30 Cr in each of the last three years	Work order and completion certificate
3.	The bidder should be registered with Service Tax department, Sales Tax department, and Income Tax Department of the Government	VAT/ST/CST Registration Certificate, Copy of PAN Card, and  Service Tax Registration Certificate
4.	The firm should not have been blacklisted by Central Government or any State Government or ULB or PSU in India at the time of submission of the Bid.	Declaration letter by bidder as per format given in Annexure C in the RFP document
5.	Bidder must possess appropriate and valid licenses from TRAI/DoT for doing work as per the scope of this tender	TRAI/DoT license copy and any other relevant document
6.	Bidder must have fibre/cables already laid	Please attach undertaking for same

Inspector General of Registration and Controller of Stamps

	between the PoPs nearest to connectivity points. Bidder should be able to provide connectivity in completeness as mentioned in scope of work of RFP to the department from the date of issue of work order. (Please attach undertaking for same)	
7.	The dark optical fibre to be provided for high capacity connectivity should be owned by the bidder and should not be leased from any other Network Service Provider. (Please attach undertaking for same )	Please attach undertaking for same

Bidder has to furnish its details as per Annexure 2.

### **6.3. FINANCIAL PROPOSAL**

The terms and conditions for the Financial Proposal are as follows:

- a) This tender is for a fixed price bid.
- b) Price per annum has to be quoted.
- c) The Financial proposal shall be priced in Indian Rupees.
- d) The Financial proposal should be submitted as per the template specified in Annexure 3.
- e) The quote should include all taxes except service tax.
- f) The quotations shall be fixed and no adjustment shall be made to the contract value for any fluctuation arising following submission of tender.

### **6.4. EARNEST MONEY DEPOSIT (EMD) and Tender Fees**

An Earnest Money Deposit (EMD) of Rs. 2.5 lakh, need to be paid online through the eTendering portal. The EMD should be valid for a period of 3 months from the date of submission. Public sector undertakings (PSUs) are exempted from submission of EMD.

- a) EMD of all the unsuccessful bidders will be refunded as promptly as possible but not earlier than 15 days after the decision of the commercial bid is taken.
- b) EMD of the successful bidders will be discharged only after signing of the contract and upon submission of performance security of requisite amount
- c) EMD shall be forfeited in the following cases:
  - i) If a bidder withdraws its bid during the period of bid validity.
  - ii) In case of a successful bidder, if the bidder fails to sign the contract or to furnish the performance security.
  - iii) If the bidder violates any of the provisions of the terms and conditions of this RFP.
  - iv) Any bid not accompanied by the above said EMD shall be rejected and treated as non-responsive.

A non-refundable tender fees of Rs 1000 (Rs. One thousand only) should be submitted through the eTendering system

Bids without the EMD or tender fees shall be rejected.

## **6.5. CLARIFICATION OF BIDDING DOCUMENT**

Pre bid meeting is fixed for clarification in the office of the Inspector General of Registration & Controller of Stamps, Maharashtra State, Pune. In the event of any clarification/modification required and issued in writing, it shall form the part of the Tender document. Any type of corrigendum to the tender issued by the department will be uploaded in the department's website [www.igrmaharashtra.gov.in](http://www.igrmaharashtra.gov.in).

## **6.6. BID SUBMISSION**

### **6.6.1. Submission of Tender Offers**

Tender offers shall be received by the purchaser through the e-Tendering system before the date and time as specified in the 'Important Information'.

The purchaser may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Tendering system.

Note: Telex, cable or facsimile offers will be rejected

### **6.6.2. Method of Submission of Tender Form**

Two bids system shall be followed i.e. Pre-qualification and Commercial Offers should be uploaded separately through the e-Tendering system.

1. The Pre-qualification Bid should be submitted separately at the place as earmarked for it on e-tendering website.
2. The Commercial Bid should be submitted separately at the place as earmarked for it on e-tendering website. If the Commercial Bid is not submitted separately, this will constitute grounds for declaring the Bid non-responsive.

The EMD and Tender Fee have to be submitted online through e-tendering website. The Purchaser shall not be responsible for delayed payment. This circumstance may be case for Bid rejection.

## **6.7. PRE-BID CONFERENCE**

A Pre-Bid conference of all the interested bidders will be held at the scheduled date and time. The bidders will also have to e-mail their queries before the pre bid conference in editable Microsoft Excel format as given in Annexure 5 to the contact person indicated in the "Important Information" section. A formal response to all the pre-bid queries shall be uploaded on the IGR website i.e. [www.igrmaharashtra.gov.in](http://www.igrmaharashtra.gov.in) as Clarification / Corrigendum, which will form the part of this bid document.

## **6.8. BID EVALUATION & SELECTION**

Only those bids satisfying the pre-qualification criteria shall be considered for commercial bid evaluations. After pre- qualification, evaluation of bidder will be solely on the basis of

commercial bid. Department is free to award the work of the two connectivity requirements (High Capacity Optical Fibre connectivity and 100 Mbps Connectivity) to two different bidders.

### 6.8.1. Evaluation of Commercial Bid

The evaluation of the commercial bids shall be carried out considering the total cost of the "High Capacity Optical Fibre Connectivity" as per the template specified in Annexure 3.

1. **L1 bidder:** L1 Bidder shall be decided on the basis of the lowest commercial quote of "High Capacity Optical Fibre connectivity" discovered through this tender.
2. **Award of work of contract:**
  - 2.1. Work of providing "High Capacity Optical Fibre connectivity" will be awarded to the selected agency.
  - 2.2. Work of providing "100 Mbps Connectivity" will be offered to the L1 bidder if it has quoted lowest for the same.
  - 2.3. Otherwise, the L1 bidder shall be first asked to match the lowest quote amongst the bidders for "100 Mbps connectivity". If L1 bidder agrees to the lowest quote it will be awarded the work. Else it will be awarded to the bidder who has originally quoted the lowest for the "100 Mbps connectivity".

### 6.9. AWARD AND DURATION OF THE WORK

On acceptance of Proposal for awarding the contract, Inspector General of Registration & Controller of Stamps, M.S. Pune will notify the successful bidder in writing i.e. by issuing work order that their proposals have been accepted. The successful bidder shall sign an agreement, with the department within 3 days from the issue of the work order. Agreement shall be duly stamped and liability of payment of stamp duty shall be of successful bidder. After signing of the agreement, no variation in or modification of the term of the agreement shall be made except by written amendment signed by the parties. The successful bidder will be given a time of maximum 30 days from the issue of the work order to finish the work, failing which the project will be awarded to the second lowest commercial quote (L2) of respective work (connectivity) and so on and differential cost will be recovered from the successful bidder.

Duration of contract is for the period of **one year**. Period can be extended further subjected to mutual agreement between both the parties on commercials and other conditions of the RFP. Otherwise all other terms and conditions mentioned in this RFP will be applicable in extension period.

### 6.10. PERFORMANCE GUARANTEE

The successful bidder shall be required to make a Security Deposit towards Performance Guarantee in the form of a Bank Guarantee for an amount equal to 10% of their commercial bid. Public sector undertakings (PSUs) are exempted from submission of performance guarantee.

1. The proceeds of the performance security shall be payable to the department as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.
2. The Performance Security shall be denominated in Indian Rupees and shall be in the following form:
  - a. A Bank guarantee issued by a nationalized bank in India within 7 days after the issue of the work order.
  - b. The validity of the Performance Security will be till one year and three months from the date of signing of contract. In case of any extension provided, Performance security has to be renewed accordingly.
3. The Performance Guarantee will be forfeitable for non-performance.

### 6.11. PAYMENT SCHEDULE

The payment milestones for the contract are as defined below. These milestones are applicable for both the types of connectivity requirements

S. No.	Stages	Payment
1	Establishing connectivity (as applicable) as mentioned in scope of work and successfully maintaining them for first quarter	25% of the Annual cost of the respective connectivity cost
2	Successfully maintaining network for Second quarter	25% of the Annual cost of the respective connectivity cost
3	Successfully maintaining network for Third quarter	25% of the Annual cost of the respective connectivity cost
4	Successfully maintaining network for Fourth quarter	25% of the Annual cost of the respective connectivity cost

#### Note

- First quarter is defined as next 3 calendar months starting from the month of establishment of connectivity. Subsequently second, third and fourth quarter would follow. e.g. if date of establishment of connectivity is 10th of November. First quarter shall be December, January and February
- Payment for 1st month would be done separately at the end of the month itself. It will be calculated on pro-rata basis. e.g. if date of establishment of connectivity is 'y'th of November, Payment for November month would be calculated as  $[x/(12*30)]*[30-y]$  where 'x' is the price per annum quoted by successful bidder.
- TDS will be deducted at source for any payment made, as per rules of Government of India.
- Department will neither provide nor reimburse expenditure towards Out of Pocket (OPE) expenses.

## **6.12. DATE OF ESTABLISHMENT OF CONNECTIVITY**

Date of establishment of connectivity shall be considered as that date by which connectivity as mentioned in scope of work has been established by the selected bidder and subsequently tested and verified by the Department.

## **6.13. PENALTY CLAUSE**

The successful bidder is expected to follow timeline of the project as specified in clause 6.1. In case of any delay solely on account of selected bidder's fault, a penalty of 1% of the total commercial quoted will be imposed for delay of every two days or part thereof, subject to a maximum of 16 days' delay from the scheduled target date. Beyond a delay of 16 days, the department reserve the right to either terminate the project or ask the selected bidder to complete the project without any extra fee.

- a) In the event of the department deciding to continue the project, the penalty so computed based on the number of days of actual delay will be deducted from the balance fee/charges payable and performance guarantee (if required) of the selected bidder.
- b) In the event of the department deciding to terminate the project, the selected bidder will have to pay the penalty so computed based on the number of days of actual delay, failing which the department reserves the right to invoke the performance guarantee submitted by the selected bidder.

## **6.14. MODIFICATION OF SCOPE OF WORK**

The department may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified. If any such change causes an increase or decrease in the cost or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within ten (10) days from the date of the Bidder's receipt of the department's changed order.

## **6.15. BID VALIDITY**

The offers should be valid for 90 days from the date of closing of the tender.

## **6.16. RIGHT TO REJECT ANY OR ALL PROPOSALS**

Notwithstanding anything contained in this RFP, the department reserves the right to accept or reject any Proposal, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

## **6.17. SERVICE LEVEL AGREEMENT**

Successful bidder has to maintain an uptime of 99.99 % per month for both the types of connectivity. Non-compliance to above service level will attract the following penalty:

<b>Network Availability</b>	<b>Penalty</b>
<b>Uptime of 99.00-99.99%</b>	5% of the annual payment

<b>Uptime of 95.00-98.99%</b>	10% of the annual payment
<b>Uptime of 90.00-94.99%</b>	15% of the annual payment
<b>Uptime below 90.00%</b>	90% of the annual payment

In the case of network availability below 90.00% , the department reserve the right to either terminate the contract or ask the selected bidder to complete the tenure without any extra payment. In both the cases, no further payment will be made to the bidder and performance guarantee of the selected bidder will be forfeited (if required).

### **6.18. RESPONSIBILITIES OF THE SELECTED BIDDER**

The agency shall ensure that:

- a) Connectivity should be established strictly in accordance with the technical specifications stipulated in the Scope of Work of RFP
- b) All network service provider applicable codes of conduct and standards as issued by TRAI are adhered to with due professional care.
- c) Mechanism to monitor the performance of both the connectivity options is provided by the selected bidder to the Department. Mechanism may in the form of online utility or reports sent at regular interval. (Interval may be decided mutually)
- d) Full support is extended to the Department by the selected bidder, in case Department would like to introduce any technology or hardware in the interest of the Department or Government of Maharashtra.
- e) Selected agency(ies) will be required to extend their full cooperation in exit management. They will be responsible for providing full support in handing over their work to new vendor.

### **6.19. COMPLETENESS OF TENDER OFFER**

The Bidder is expected to examine all instructions, forms, terms and conditions mentioned in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Bidder 's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected outright without any intimation to the Bidder if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Performa in the tender are not fully furnished.

### **6.20. CORRUPT OR FRAUDULENT PRACTICES**

IGRO, Pune requires that the Bidders under this RFP should observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, IGRO, Pune defines the terms set forth as follows:

- a) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the Contract, procurement process or in contract execution;

- b) In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the Agreement, legal action shall also be initiated against the concerned.
- c) “Fraudulent practice” means a misrepresentation of facts in order to influence award of contract or a procurement process or a execution of a contract to the detriment of IGRO, Pune, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition;
- d) IGRO, Pune will suspend the award of contract if prima-facie it is established that the vendor had engaged in corrupt or fraudulent practices in competing for the contract in question.
- e) IGRO, Pune will declare a Bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

#### **6.21. INDEMNITY**

The Vendor shall indemnify, protect and save IGRO, Pune against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respects of all the software supplied/used by him.

#### **6.22. OTHER TERMS & CONDITIONS**

- a) The end product of the work assignment carried out by the selected bidder, in any form, will be the sole property of the department.
- b) **Subcontracting/Outsourcing of work:** Outsourcing / subcontracting of work will not be permissible in any form. The selected bidder after the award of the contract, pursuant to this RFP shall not subcontract, transfer, or assign any portion of the contract. If awarded a contract pursuant to this RFP, the selected vendor shall be the solely and wholly responsible to perform the work. Subcontracting/outsourcing will lead to termination of contract and forfeiture of Performance Guarantee.
- c) The selected bidder shall perform the services and carry out its obligations under the contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and shall observe sound management practice. It shall employ appropriate advanced technology and safe and effective methods. The selected bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to the department and shall at all times, support and safeguard the department’s legitimate interests.
- d) **Force Majeure:** If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of:
  - i. Fire, explosion, cyclone, floods, earth quakes
  - ii. War, revolution, acts of public enemies, blockage or embargo



- iii. Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations.
  - iv. Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or
  - v. Any other circumstances beyond the control of the party affected then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.
- e) **Arbitration:** The matter regarding any dispute shall first be sorted out at the level of Inspector General of Registration & Controller of Stamps. If the dispute persists to remain unresolved, then it will be entertained, heard & finalised as per the provisions of the Arbitration and Conciliation Act, 1996. The arbitrator will be the Principal Secretary, Revenue, Stamp Duty & Registration, Govt of Maharashtra whose decision shall be final and binding on the bidder. The bidder shall raise this dispute or difference within 30 days from the date of its arising. This contract will be governed by the Indian Laws and the disputes not resolved at the arbitration level will be heard and proceeded in the High Court of Mumbai.
- f) **Confidentiality:** During the execution of the project except with the prior written consent of the department the agency and its personnel shall not at any time communicate to any person or entity, any confidential information. All recipients of tender documents, whether they submit a tender or not, shall treat the details of the documents as private and confidential. Copyright in the documents prepared by the bidder is reserved to the department. The agency shall ensure that his employees, servants and agents keep confidential all information in whatever form it is obtained, produced or derived from or related to the carrying out of its obligations under this terms and conditions as well as the Contract with the department.
- g) **Erasures or Alterations:** The Tender Offer shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the authorized person or persons signing the offer.
- h) **Language of the bid:** The bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and IGRO, Pune, shall be in English language only. Supporting documents and printed literature furnished by the bidder shall also be in English language.

## 7. ANNEXURES

### Annexure 1 – PROPOSAL COVERING LETTER

To,  
Inspector General of Registration & Controller of Stamps,  
Department of Registration & Stamps  
Maharashtra State, Pune

Subject: Request for Proposal (RFP) for the selection of NSP for Optical Fibre connectivity

**Reference: No:**

Dear Sir,

Having examined the tender documents, we, the undersigned, offer to provide the said services in conformity with the terms and conditions specified in the RFP and our Commercial Proposal is attached as per the template specified.

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

We would like to clearly state that we qualify for this work as our company meets all the pre qualification criteria indicated on your tender document.

We hereby declare that our company has not debarred/black listed by any Government/Semi Government/Private organizations. I further certify that I am the competent authority in my company authorized to make this declaration.

Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract between us and shall be deemed for all purposes to be the contract agreement.

We understand that you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signatory (in full & initials):

Name and Title of Signatory:

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

Address

Dated on \_\_\_\_\_ day of \_\_\_\_\_

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Inspector General of Registration and Controller of Stamps

**Annexure 2 – Pre qualification bid format and Bidder’s contract details**

#	Pre-qualification Criteria	Documentary proof required	Compliance (Yes/No)
1.	Bidder should have carried out minimum 3 projects with minimum 25 km of dark fiber connectivity between two points	Copy of PO/Contract Agreement/LOI/ Letter certifying completion of work from client.	
2.	The turnover from fiber connectivity projects should be minimum INR 30 Cr in each of the last three years	Work order and completion certificate	
3.	The bidder should be registered with Service Tax department, Sales Tax department, and Income Tax Department of the Government	VAT/ST/CST Registration Certificate, Copy of PAN Card, and  Service Tax Registration Certificate	
4.	The firm should not have been blacklisted by Central Government or any State Government or ULB or PSU in India at the time of submission of the Bid.	Declaration letter by bidder as per format given in Annexure C in the RFP document	
5.	Bidder must possess appropriate and valid licenses from TRAI/DoT for doing work as per the scope of this tender	TRIA license copy and any other relevant document	
6.	Bidder must have fibre/cables already laid between the PoPs nearest to connectivity points. Bidder should be able to provide connectivity in completeness as mentioned in scope of work of RFP to the department from the date of issue of work order. (Please attach undertaking for same)	Please attach undertaking for same	
7.	The dark optical fibre to be provided for high capacity connectivity should be owned by the bidder and should not be	Please attach undertaking for same	

	leased from any other Network Service Provider. (Please attach undertaking for same )		
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Sr. No.	Items		Details
1	<b>Details of the Company</b>	Name of the Company	
		Address	
		Telephone No. (with STD code)	
		Fax No.	
2	<b>Authorised Person</b>	Name	
		Mobile No.	
		Email id	

### **Annexure 3 – COMMERCIAL BID FORMAT**

#### **General Instructions**

- 1 Bidder should provide all prices as per the prescribed format under this Annexure.
- 2 All the prices are to be specified in Indian Rupees ONLY
- 3 Prices indicated as above shall be inclusive of all taxes, Levies, Duties etc except service tax.
- 4 Incomplete commercial bid will be rejected. If amount is not mentioned it will be considered as Rs 0/- (Rupees Zero)
- 5 It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
- 6 IGRO, Pune reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated (in case of successful bidder)
- 7 IGRO, Pune shall take into account all Taxes, Duties & Levies for the purpose of Evaluation
- 8 The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items. They should not be mentioned separately.
- 9 For the purpose of evaluation of Commercial Bids, IGRO, Pune shall make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
- 10 The Agency would be selected on the basis of the lowest commercial quote (L1) discovered through this tender.

## **Letter for Commercial Bid**

To,  
Inspector General of Registration & Controller of Stamps,  
Department of Registration & Stamps  
Maharashtra State, Pune

Subject: Our Commercial Bid in response to the Request for Proposal (RFP) for the selection of NSP for Optical Fibre Connectivity

Dear Sir,

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect of Appointment of an Agency do hereby propose to provide services as specified in the Tender document:

### **1. PRICE AND VALIDITY**

- All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for a period of 90 calendar days from the date of opening of the Tender.
- We hereby confirm that our Tender prices include all taxes except service tax. Taxes are quoted separately under relevant sections, as specified in the RFP formats.
- We have studied the relevant laws related to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

### **2. UNIT RATES**

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

### **3. DEVIATIONS**

We declare that all the services shall be performed strictly in accordance with the RFP documents, irrespective of whatever has been stated to the contrary anywhere else in our bid. Further we agree that additional conditions, if any, found in our bid documents, other than those stated in deviation schedule, shall not be given effect to.

### **4. TENDER PRICING**

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in this RFP document.

### **5. QUALIFYING DATA**

We confirm having submitted the information as required by you in this RFP document. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

### **6. BID PRICE**

We declare that our Bid Price is for the entire Scope of the Work as specified in the RFP document, as follows:

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Inspector General of Registration and Controller of Stamps

S.N.	Item	Cost per annum
1.	High Capacity (10Gbps) Dark Optical Fibre Connectivity- Primary link	
2.	High Capacity (10Gbps) Dark Optical Fibre Connectivity- Secondary link	
3.	100 Mbps Point to Point connectivity (Primary link)	
4.	100 Mbps Point to Point connectivity (Secondary link)	
<b>Total Cost</b>		

### 7. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the RFP.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Sign of Authorised Signatory)

Name

Designation

Seal

Date:

Place:

Business Address:

## Annexure 4 – PERFORMANCE GUARANTEE FORM

**Bank Guarantee No.** \_\_\_\_\_

**Date:** \_\_\_\_\_

To,

**Inspector General of Registration & Controller of Stamps,**

**Department of Registration & Stamps**

**Maharashtra State, Pune**

Dear Sir,

Whereas <<Name of Vendor>> having its corporate office at <<Address>> (hereinafter called “**Vendor**”), has undertaken, in pursuance of agreement dated <<**Date**>> (hereinafter referred to as the Agreement) for project – “Network Service Provider for Optical Fibre Connectivity”.

AND WHEREAS it has been stipulated in the said Agreement that the Vendor shall furnish a Bank Guarantee (“the Guarantee”) from a nationalized bank for the sum of Rs. \_\_\_\_\_/- (<<Amount in Words>>) as security for project – “Network Service Provider for Optical Fibre Connectivity”.

WHEREAS <<**Name of Bank branch at Name of Branch**>> (Hereinafter referred to as the “Bank” which expression shall unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns) have agreed to give the Inspector General of Registration & Controller of Stamps (M.S.), Pune (hereinafter called “**IGRO, Pune**”) the Guarantee.

THEREFORE the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the Vendor to IGRO, Pune under the terms of the said agreement. Provided however that the maximum liability of the Bank towards IGRO, Pune under this Guarantee shall not, under any circumstances, exceed Rs. \_\_\_\_\_/- (<<Amount in Words>>) in aggregate.
2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice received by us during normal banking hours, on or before <<**Date**>> from IGRO in that behalf and without delay, demur or setoff, pay to IGRO any and all sums demanded under this guarantee by IGRO, Pune under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from IGRO to the Bank shall be sent by registered post (acknowledgement due) at the following address, which should be received by the Bank, on or before <<**Date**>>.

Name of Bank \_\_\_\_\_

Name of Branch \_\_\_\_\_

Address of Branch \_\_\_\_\_

3. This Guarantee shall come into effect immediately upon execution and shall remain in force up to <<**Date**>>

\_\_\_\_\_  
Inspector General of Registration and Controller of Stamps



The Bank may at its sole discretion extend the Guarantee for a further period which may be mutually decided by the Vendor and IGRO, Pune, provided we are in receipt of a written notice received by us during normal banking hours, on or before <<**Date**>>

The liability of the Bank under the terms of this Guarantee shall not, in any matter whatsoever, be modified, discharged or otherwise affected by:

- Any change or amendment to the terms and conditions of the contract or the execution of any further agreements.
  - Any breach or non - compliance by the Vendor with any of the terms and conditions of any agreement/credit arrangement, present or future between the Vendor and the Bank, provided that nothing herein above will enlarge or extend the liability of the Bank under this Guarantee.
4. The Bank shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of IGRO, Pune or any other indulgence shown by IGRO, Pune or any other matter whatsoever which under the law, but for this provision, have the effect of relieving the bank provided that nothing hereinabove will enlarge or extend the liability of the Bank under this guarantee.

Any part payment made by the Bank under this Guarantee shall proportionately reduce the amount outstanding under this guarantee.

5. This Guarantee will be subject to Indian law and jurisdiction of courts in Pune.
6. Notwithstanding anything contained above:
- i) Our liability under this bank guarantee shall not exceed Rs. \_\_\_\_\_ (<<Amount in Words >>) in aggregate.
  - ii) This bank guarantee shall be valid up to <<**Date**>> and
  - iii) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if we receive a written claim or demand on or before <<**Date**>>. And if no such claim is received by us by the date mentioned as aforesaid, then all rights of the IGRO under this guarantee shall cease.
7. The beneficiary should seek confirmation of issuance of this guarantee from the controlling office of the issuing branch which is <<Name of Branch>>
8. We <<Name of Bank>> lastly undertake not to revoke this guarantee during its currency except with the previous consent of the IGRO(M.S.), Pune in writing

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2012

For Name of Bank

- i. Signature \_\_\_\_\_
- ii. Name \_\_\_\_\_
- iii. Designation \_\_\_\_\_
- iv. GBPA No. \_\_\_\_\_

Guarantee Bond No.

**Annexure 5 – FORMAT FOR SUBMITTING PRE-BID QUERIES**

Sr. No.	RFP Document Clause No. & Page No.	Content of the RFP requiring clarification	Clarification Sought
1			
2			
...			