

# **M P STATE ELECTRONICS DEVELOPMENT CORPORATION LTD**

(A Govt. of M.P Undertaking.)

## **Tender Document**

**For**

### **Rate contract for procurement of Internet bandwidth**

(Tender no. Mpsedc/Mkt/2011/203)

(All pages of this document except for Commercial-bid to be submitted in original duly signed on each page along with the technical bid envelope. The Commercial bid in original is to be enclosed in a separate sealed envelope)

## **M.P. State Electronics Development Corporation Ltd.**

**147, Zone-I, M.P. Nagar, Bhopal-462011 (M.P.)**

**Ph.0755-2769816, 2769823**

**Fax: 0755-2769824**

Technical Bid  
**INVITATION FOR BIDS**

Addl. Chief General Manager, MPSEDC Ltd., Bhopal invites sealed bids, under two envelopes system, from bidders for Rate contract for procurement of Internet bandwidth. Interested bidders may obtain further information from the office of MPSEDC Ltd., Bhopal Bids are invited for the work mentioned hereunder:

<b>S</b>	<b>Items</b>	<b>Description</b>
<b>n</b>		
a	Scope of Work	Rate contract for procurement of Internet bandwidth
b	Cost of bid document	Rs.1000.00 (non-refundable) by Demand Draft/Cash
c	Postal charges	Rs.100.00(MPSEDC LTD. shall not be responsible for any postal delay)
d	Sale of bid documents	Date 1.8.11 to 23.8.11 (Between 10.30 AM to 5.30 PM)
e	Last date of submission of bid	Date 24.8.11 up to 3.00 PM.
f	Date of opening of technical bid	Date 24.8.11 at 4.00 PM.
g	EMD	Rs.1,00,000/- in the form of Demand Draft payable to MPSEDC Ltd at Bhopal
i	Place of opening of bids:	Office of MPSEDC LTD., 147, Zone-1, Maharana Pratap Nagar, BHOPAL (M.P.)
j	Address for communication:	MPSEDC LTD., 147, Zone-1, Maharana Pratap Nagar, BHOPAL (M.P.)

**Note;** Tender can be downloaded from the website [www.mpsedc.com](http://www.mpsedc.com). In case tender form has been downloaded from the website, the tenderer will have to enclose a Demand Draft of Rs.1000/- (Rupees One thousand only) of any scheduled bank in favor of MPSEDC Ltd. payable at Bhopal along with the tender.

**\*Any future Corrigenda/Information shall be posted only on our website [www.mpsedc.com](http://www.mpsedc.com)**

## Letter for Submission of tender

To  
MPSEDC  
147 Zone I, M P Nagar  
Bhopal (M P)

Dated ----- ,2011.

Ref: "Tender for Rate contract for procurement of Internet bandwidth against tender No MPSEDC /Mkt/2011/ 203 dated 1.8.11 due for opening on 24.8.11

Dear Sir,

Having examined the tender document relating to the procurement of Internet band width as detailed in your tender, Terms & Conditions and scope of procurement, Specifications etc., and having understood the provisions and requirements relating to the procurement and all other factors governing the tender, We hereby submit our offer for the Internet band width in accordance with terms and conditions and confirm our acceptance to execute the order within the time period specified in the tender document, at the rates quoted by us in the accompanying Technical & commercial Bid.

If, after the tender document is accepted, we fail to complete the commissioning of the items as per the order. We agree that, M/s. MPSEDC LTD. Bhopal shall have full authority to forfeit the earnest money and cancel our order with no obligation on their part.

We confirm having deposited earnest money of Rs 1,00,000/- (Rupees One lakh only) by Demand Draft No.....dated ..... drawn on .....Bank ..... Branch attached here to, and general information required are as per annexure attached.

We further confirm that –

- i. We have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.
- ii. We have sufficient qualified manpower and necessary materials and after sales support to execute the order efficiently in the specified time schedule.
- iii. The quoted rates shall be valid till the completion of the order but not less than 90 days.
- iv. We further confirm that all chapters of the tender documents have been read, understood and signed and there is no deviation/discrepancy

Signature of the Tenderer  
With stamp and date

**GENERAL INFORMATION AND EMD DETAILS**

1	EMD Details DD No and date: Amount in Rs. Name of the Bank:	
2	Name and Address of the Tenderer:	
3	Contacts:	
4	Telephones:	
5	Fax:	
6	E-mail:	
7	Mobile No:	
8	Category of the tenderer (Whether company, partnership firm or Proprietary concern)	
9	Name of Chief Executive Officer and Telephone No.	
10	Year of Establishment	
11	Sales Tax/Commercial Tax/ CST nos.	
12	Income Tax PAN/GIR No.	
13	Yearly Turn over of the Last 2 years.	
14	Name and Address of the Banker	
15	List of major Clients and the size of orders executed	

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Note: Separate sheets may be attached wherever necessary.

Signature of the Tenderer  
With stamp and date

## **Terms and Conditions**

Contents of Bidding Documents for Rate contract for procurement of Internet bandwidth the bidding procedures and the terms of contract are prescribed here in under:

**1 Eligibility Criteria:**

Bidder must have executed at least four Internet bandwidth order, two should be in the government sector (attach order copy) and at least one single order worth of Rs. 2 lakhs of Internet bandwidth project must have been executed by the bidder. (Attach order copy)

**2. Amendment in Bidding Document by the Competent Authority**

At any time prior to the deadline for the submission of bids, the competent authority may, for any reason, whether on it's own or in response to a clarification requested for by a prospective bidder, modify the bidding document by way of amendment(s).

The prospective bidders having received the bidding documents will be notified of the amendment(s) so made in writing or by Fax and such amendments shall be binding on them.

In order to allow reasonable time to the prospective bidders for taking into account such amendment(s), in the preparation of their bids, the competent authority, at its discretion, may extend the deadline for the submission of bids.

**3 Bid Price**

The bidders shall indicate on the prescribed Price Schedule, including item-wise and final Bid Price of the items listed

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and shall not be subject to variation on any account.

A bid submitted with an adjustable price will be treated as non-responsive and rejected.

**4. The EMD may be forfeited:**

If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid Form: or In case of a successful Bidder, if the Bidder fails:

- (i) To accept the order
- (ii) To furnish performance security
- (iii) If the supplier, after accepting the purchase order fails to deliver the material/services as per the order.

5. Any alterations, erasures or overwriting shall be valid only if the person or persons signing the bid initial them.

**6. Technical requirements**

- a. The technical specifications as per annexure are the minimum configuration required. Higher specifications may be considered but no price weightage for higher specifications shall be considered.

**7 Service support requirement**

- b. Successful bidder will ensure the proper monitoring and ensure the timely call attending.

- c. The service support will require strengthening to suit the concerned deptt's requirement. The acceptance for doing so with no extra cost is to be submitted along with the bid.
- e. In case of prolonged pending call the concerned deptt reserves the right to get the defective component repaired from other agencies at the risk of the supplier, and would recover the cost of repair from the supplier.
- f. The delay in call attending / closure will be treated as poor quality of service support and may lead to disqualification of bidder from participation in future purchases.

## **SUBMISSION OF BIDS**

### **8. Sealing and Marking of Bids**

The bidders shall submit EMD, technical bid (containing the technical specifications offered, literature leaflets etc and original copy of commercial bid in separate sealed, envelopes all the above envelopes shall be sealed in one main envelope. All the envelopes should be distinctly marked EMD, technical bid, and commercial bid.

### **9. Payment:**

Payment: Payment shall be released by MPSEDC on quarterly basis at the beginning of each quarter.

### **10. Deadline for Submission of Bids**

Bids must reach to the competent authority at the address specified but not later than the time and date specified in the invitation of Bids. In the event of the specified date for the submission of bids being declared a holiday for the office of the competent authority, the bids will be received up to the appointed time on the next working day.

### **11. Late Bid**

Any bid received after the deadline for submission of bids prescribed by the competent authority, will not be accepted and returned unopened to the bidder.

## **BID OPENING AND EVALUATION OF BIDS**

### **12. Opening of Bids**

Since it is a Two-bid system, Technical and EMD envelope will be opened first by the Committee constituted for this purpose. If the technical bid specifications offered, EMD and deviations asked (if any) are found in order, the Committee will open commercial bid only for the eligible bidders.

The Committee will open the bids, in the presence of Bidders' representatives who choose to attend on the date specified at the following location:

The Additional Chief General Manager  
M.P. State Electronics Dev. Corpn. Ltd  
147, Zone-I, Maharana Pratap Nagar, BHOPAL-462011

Prospective Bidder representatives shall sign a register evidencing their attendance.

In case, the commercial bid is not opened on the same or next day of opening of technical bid the Committee may decide to open the commercial bid on subsequent dates. In such case the date, time and place of opening of commercial bid will be intimated to the bidders or their representatives.

### **13. Preliminary Examination**

Before starting evaluation, the bids will be examined to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. In case of computational error the basic price will prevail.

If bid is determined as not substantially responsive, the competent authority will reject it and only the substantially responsive commercial bids will be considered.

The process of evaluation of bid is as follows:

- (i) The Committee, appointed by the MPSEDC LTD, will first verify that the Bank Draft for Bid Security is in order and as per requirement of the bid. The Committee will examine the bid on Eligibility Criteria as specified. The scrutiny of technical proposals will be based on the Evaluation Criteria determined.
- (ii) The commercial bid will be opened only for the proposals, which are found eligible and technically acceptable by the Committee and approved. On the day specified for the opening of bid, the Committee, appointed by the MPSEDC LTD., will open the commercial bids of eligible bidders and scrutinize the same minutely.
- (iii) After scrutiny, the MPSEDC LTD. after having examined the proposal may accept the same or accept the bid price of any other bidder found suitable or reject all or any proposal. The decision of the MPSEDC LTD. in this regard shall be final and binding.

### **15. Performance Security**

The successful bidder shall be required to submit performance guarantee equivalent to 10% of the order value for the satisfactory performance/completion of the complete order (Including warranty period), in the form of bank guarantee with MPSEDC LTD.

### **16. Contacting the Competent Authority**

Any effort on part of a Bidder to influence the Competent Authority or members of Technical/Monitoring committee, in its decisions on bid evaluation; bid comparison or contact award may result in rejection of the bidder's bid.

### **17. General**

- (i) Bid form shall be duly filled in, signed and complete in all respects
- (ii) The price should be inclusive of all taxes and local levies if any. On FOR destination basis (anywhere in MP).
- (iii) The rates should be free from all escalation. However, all Tax and duty benefits if applicable should be passed on to us.
- (iv) Commissioning period should not exceed 15 days from the date of order under any circumstances. The MPSEDC LTD. reserves the right to extend the delivery period, in the interest of the concerned deptt.

(vi) Penalty- In case of delay in execution of the order, the concern deptt. may as its option either:

Recover from the supplier/contractor towards liquidated damages a sum @ ½% (half percent) of the price of Internet width for a week or Part thereof subject to maximum of 10% (ten percent). OR Purchase from elsewhere on account and at the risk of supplier, the stores not delivered.

OR

Cancel the contract reserving concern deptt right to recover damages.

The inner and outer envelopes shall be addressed to the competent authority at the following address:

The Additional Chief General Manager  
M.P. state Electronics Dev. Corpo. Ltd  
147, Zone-I, Maharana Pratap Nagar, BHOPAL-462011

The envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late."

If the outer envelope is not sealed and marked, the competent authority will assume no responsibility for the bids, misplacement or premature opening.

Telex; cable facsimile or fax bids will be rejected.

Conditional bids are liable to be rejected.

MPSEDC LTD. does not bind themes elves to accept the lowest or any other tender and reserve the right to accept or reject any or all the tender in full or in part without assigning any reason.

## TECHNICAL SPECIFICATIONS

1. The Bandwidth asked for is uncompressed symmetric Bandwidth in 1:1. The bandwidth is to be provided on fiber cable only end to end, comprising of International segment, Backhaul and the Local Loop.
2. Termination of the bandwidth on GE/STM-4/STM-1/DS3/E1/FE /V.35 interfaces would be done at the Concern department gateway routers in respective Concern department locations across the State.

The following shall be standard Interfaces:

- V.35 interface
- E1-G.703 Balanced/unbalanced
- DS3- Copper Unbalanced
- STM-1 G.703 Electrical Interface
- Ethernet / Metro-Ethernet/ Fast Ethernet (Full Duplex) /Gigabit Ethernet

The above Interfaces are to be provided as per the requirements of Concern department.

3. Providing last mile connectivity till Concern department premises on optical fiber will be the responsibility of bidder. Associated equipment like Modems/ Converters or any such requirement shall be provided by the bidder only. The bidder shall include any other hardware/software item required for installing and commissioning the system, at no extra cost to Concern department. Delivery on Fiber or Copper last mile is mandatory. Hence the bidders should consider terrestrial local loops in their proposal.
  - 3.1 Supplier shall provide Microwave last mile only if establishing terrestrial last mile is not feasible, including hiring of such service from other operators.
  - 3.2 Microwave last mile links shall be established upon prior approval from Concern department and all such links shall be given a relaxation in the latency up to a maximum of 30 ms and uptime up to 0.25 %.
  - 3.3 Supplier has to provide the load balancing configuration as per the requirement of Concern department with multiple links.
4. The Quality of Service of the proposed Internet services shall be as follows:
  - 4.1 The minimum guaranteed throughput shall be **99.95%** while the other service parameters like Latency, Packet loss shall be measured at a maximum of 90 % loading only.
  - 4.2 Service Availability: - The International Bandwidth provider shall guarantee that the services will be available for 99.95% or better, of time averaged over a period of 30 days with reference to each parameter Namely Throughput, Round Trip delay & Packet loss. Non Conformance to the limits of any of the parameters shall be counted towards service unavailability.
  - 4.3 The round trip latency to the various locations across the State should not exceed the following values has given in the **Table-A** below:

**Table-A**

<b>Hong Kong</b>	<b>London/ Europe</b>	<b>Singapore</b>	<b>New York</b>	<b>Japan</b>	<b>SanJose</b>	<b>Amsterdam</b>	<b>Sydney</b>
Max (in ms)	Max (in ms)	Max (in ms)	Max (in ms)	Max (in ms)	Max (in ms)	Max(in ms)	Max (in s)
190	310	165	300	260	300	300	320

- 4.4 The round trip latency will be measured by the supplier and the reports should be made available to Concern department.
- 4.5 The average packet loss on the circuits should be less than 1%. It shall be measured by computing the percent packet loss of one thousand pings (with acknowledge for each previous packet received) of sixty four bytes each. This confirmed packet loss is the measurement of packet loss from MPSEDC router to the router of Internet backbone tier-I carrier in USA/Europe/Australia/other Asia-Pac countries. Packet loss is desired to be measured online using relevant software tool and online reports are expected.
- 4.6 The packet loss shall be measured up to Concern department gateway routers. Not withstanding the above, if over utilization of Concern department router resource causes the packet loss; such packet loss shall not be considered for SLA calculation. The bidder shall furnish quality of all the relevant service parameters, which shall be ensured for these links. There should be 100% redundancy in case of failure of media carrying international Internet bandwidth.
- 4.7 The distinction between Service Availability and Service Outage shall be made as per the parameters in the Table-B below:

**Table-B**

<b>Parameter</b>	<b>Service Availability</b>	<b>Service Outage</b>
Through put	≥ 99% of the contracted Bandwidth	Less than 99% of the throughput continuously for 30 minutes, upon full loading from the Purchasers side.
Round Trip Delay	As per Table-A	More than the latency figures specified in Table-A continuously for duration of 30 minutes.
Packet Loss	Less than 1%	Greater than 1% continuously for 30 minutes

If any of the above service parameters varies intermittently for periods less than 30 minutes between acceptable to unacceptable & if such behavior is observed continuously for one hour then the service would be considered to be unavailable for one hour. The duration for which SLA performance parameters are not met will be taken towards service outage and penalty/credit calculations.

- 4.8 Help Desk Response Time:
- 4.8.1 Call Logging – Immediate
- 4.8.2 Updates – every 30 Minutes

#### 4. Penalty for Service Degradation

In case the service delivered by the Supplier do not meet the QOS parameters mentioned at 4 above, the supplier is liable to pay penalties as per the Table-c below:

**Table-C**

Sl. No	Service Parameter	Service Level Compliance	Credits
1	Link Availability/Throughput/ Round trip latency/packet loss.	≥ 99.95%	No credit
		< 99.95% & ≥ 98.5%	No Penalty
		< 98.5 % & ≥ 97.5%	2.5 times the cost of service during downtime
		< 97.5 % & ≥ 96.5%	5 times the cost of service during downtime
		< 96.5% & ≥ 95 %	9 times the cost of service during downtime
		< 95%	MPSEDC may terminate the service

#### 6. Service Level Agreement (SLA):

SLA Management Process:

##### 6.1.1 Uptime

- a) The service uptime refers to availability of service provided by supplier right up to the router port of Concern department. Failure at any segment via international link, backhaul, local loop connecting up to Concern department's router is the responsibility of supplier.

The following are exclusions for availability calculations:

- # Service unavailability due to failure of any of Concern department's equipment connected to this link
  - # AC Power supply failure at Concern department premises affecting the power supply to supplier's equipment providing the service
  - # Service unavailability due to physical damage/disturbance to the equipment and cables of supplier caused by Concern department employees. (Supplier has to substantiate such claims)
- b) During any instance of service outage, for the purpose of availability calculation, the duration of corresponding trouble ticket shall be considered.

##### 6.1.2 Throughput

- a) The throughput shall be measured upon pumping more than 99% of the bandwidth. In case the line does not take 99% of the contracted bandwidth continuously for 30 minutes, the service shall be considered unavailable.
- b) Service unavailability for lack of throughput shall be equal to the duration of corresponding trouble ticket.

##### 6.1.3 Latency:

- a) The latency measurements for all the specified locations shall be measured at intervals of 30 minutes and the same shall be made available on the CNM portal.

- b) In case of any deviation from the committed latency to any of the destinations continuously for duration of more than 30 Minutes, the service is considered as unavailable. The unavailability period shall be equal to the duration of the corresponding trouble ticket opened and has to be added to the overall unavailability for the month.
- c) If MPSEDC observes high latency, route trace shall be sent and a trouble ticket shall be opened. (Trace shall be done if ICMP port on supplier's routers at designated Pop's are open)
- d) In case of any dispute, each of the parties should substantiate their claim through recorded trace-routes.

#### **6.1.4 Packet Loss:**

- a) The Packet-Loss measurements for all the specified locations shall be measured at intervals of 30 minutes and the same shall be made available on the CNM portal.
- b) In case of any deviation from the committed Packet-Loss to any of the destinations continuously for duration of more than 30 Minutes, the service is considered as unavailable. The unavailability period shall be equal to the duration of the corresponding trouble ticket opened and has to be added to the overall unavailability for the month.

If Concern department/MPSEDC observes high Packet-loss, ICMP Ping plots shall be sent and trouble ticket shall be opened. (PING shall be done if ICMP ports on supplier's routers at designated POP's are open).

In case of any dispute, each of the parties should substantiate heir claim through recorded ping plots at the corresponding time Interval.

#### **6.1.5 Report format**

The monthly report shall clearly indicate the following:

- a) Summary of overall uptime for the month
  - b) Number of trouble tickets, Incident or Problem details and outage duration if any.
  - c) Creditable outage calculation and corresponding service/financial credits for the month.
- 6.2 The date of commencement of the SLA would be the date of Service Acceptance.
  - 6.3 The successful bidder shall be required to provide comprehensive service support with effect from the date of commencement of services till the end of agreement period.
  - 6.4 The technical telephonic support related to services should be available round the clock on 24\*7\*365 basis. The technical personnel responsible for the maintenance of bandwidth in all respect must have telephone connections at their residence and cellular mobile connection for contacting them round the clock. List of such officials must be made available to MPSEDC by bidder at the time of signing the agreement. Any change in such details should also be intimated to MPSEDC with sufficient prior notice.
  - 6.5 A copy of network diagram showing interconnects points, backup links, details of peering with Internet Exchanges and other ISPs in India and in other countries should be provided. Details about Diversity and Redundancy in the Internet Bandwidth should be provided for evaluation purposes and shall form part of the agreement.

- 6.6 The termination details at the level of router port at International Peering points should be submitted along with technical bid. Remote end details for NOCS (Network Operation and Control Services) for monitoring the performance of Concern department links shall be included in the agreement. Supplier shall provide online real time statistics of all defined service providers at Concern department Port or supplier router.
- 6.7 The bidder shall provide access to web-based tools, which will allow monitoring of the ports from the bidder's end and beyond these tools should provide details like packet drops, errors, bandwidth utilization, circuit availability etc. beyond the termination point, on the IP backbone. Details of such tools should be provided in the bid.
- 6.8 The bidder shall provide Internet Bandwidth Commissioning Report.

**SERVICE PROVIDER AUTHORIZATION FORM**

**Ref No:** .....

**Dated:**.....

To,  
The Additional Chief general manager  
M.P. State Electronics dev. Corpo. Ltd  
147, Zone-I, Maharana Pratap Nagar, BHOPAL-462011

Tender No:..... Due Date: .....

Dear Sir,

We \_\_\_\_\_ who are established and reputed  
Service provider of \_\_\_\_\_ having office  
At \_\_\_\_\_  
\_\_\_\_\_  
(Address of the factory)  
do hereby authorize M/s \_\_\_\_\_ (Name & Address of agent)  
to submit a bid, and subsequently negotiate and sign the contract with you against  
the above tender.

We hereby extend our full guarantee, warranty and support and also in meeting warranty obligations  
by providing necessary spares in time for the services offered by the above firm against this tender,  
as per standard as well as MPSEDC warranty terms.

Yours faithfully

(Name)  
(Name of the Manufacturer)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed  
by a person competent and having a power of attorney to bind the manufacturer. The bidder in its  
bid should include it.

## Commercial Offer

	Description	Unit price (Basic Unit Price exclusive of all levies & charges) per Year in Rupees	Levies/taxes in Rupees	Unit Price per Year inclusive of all levies & taxes in Rupees
1	Cost of providing 2 Mbps Internet Bandwidth as per specifications given in the document at one location. (1:1)			
2	Cost of providing 4 Mbps Internet Bandwidth as per specifications given in the document at one location. (1:1)			
3	Cost of providing 8 Mbps Internet Bandwidth as per specifications given in the document at one location. (1:1)			
4	Cost of providing 16 Mbps Internet Bandwidth as per specifications given in the document at one location. (1:1)			

**Note:**

1. The successful Bidder shall be the one quoting the lowest average cost per 2Mbps (E1). This will be arrived by addition of rates quoted against Item Nos. 1,2,3 & 4 and dividing the sum by 30. However, the order will be placed as per the rate quoted against the individual items.
2. Purchase Order will be placed for One Year.

Signature with Seal of Tenderer