

PENSION FUND REGULATORY AND DEVELOPMENT AUTHORITY

Request for Proposal (RFP)

For

20 Mbps Internet Leases Line for PFRDA.

RFP No..... 2019

Issued By

PENSION FUND REGULATORY AND DEVELOPMENT AUTHORITY

(B-14/A, Chatrapati Shivaji Bhawan, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016)

Phone : 011-26517501,011-26517503,011-26517097

INVITATION FOR TENDER OFFER:

Sealed Bids are invited under single Bid system for providing 20 Mbps Enterprise Internet leased Line (1:1 uncompressed and unshared with last mile on RF) from reputed Firms/ISPs at PFRDA, New Delhi.

The tender bids duly filled in all respect enclosing necessary documents may be addressed to **The Deputy General Manager-IT , Pension Fund Regulatory and Development Authority, B-14/A, Chatrapati Shivaji Bhawan, Qutub Institutional Area, Katwaria Sarai, New Delhi –110016, Phone – 011 – 2651 7501, 011 – 2651 7503 , 011 – 2651 7097.** The terms & conditions of the tender are provided in the RFP document along with the format for the price bid. The envelope of the Bid shall be super scribed with **“Quotation for 20 Mbps internet leased line”**. The bid will be opened on the same date at **15:30 hrs i.e.21.06.2019** at PFRDA, NewDelhi.

Last date for receipt of tender: 21.06.2019 upto 3:00 hrs

Deputy General Manager - IT

1. Acronyms and abbreviations

Abbreviation	Description
PFRDA	Pension Fund Regulatory & Development Authority
SLA	Service Level Agreement
Mbps	Megabits per second

2. Important Information

2.1 Schedule of Dates

S.No.	Events	Date
1.	Start date for issuance / download of RFP Document	03.06.2019
2.	Last date for Submission of Queries through mail.	10.06.2019
3.	Last date and time for Proposal submission & closure of tender box	21.06.2019 at 3.00 P.M.
4.	Opening of Bids	21.06.2016 3.30 P.M.

2.2 RFP Document

RFP document can be down loaded from PFRDA website. (www.pfrda.org.in)

2.3 Earnest Money Deposit (EMD)

EMD of the RFP is Rs. 25,000/- (Rupees Twenty-Five Thousand only) through Demand Draft from a Scheduled Commercial Bank, drawn in favour of “Pension Fund Regulatory & Development Authority”, payable at New Delhi.

The bid will be disqualified if the EMD is not submitted along with the pre-qualification proposal.

Return of EMD:

Unsuccessful bidder’s bid security will be released as promptly as possible as but not later than 90 days after the award of the contract to the successful vendor. The successful vendor shall have to sign the Contract and deposit 10% of contract value required security deposit payable to PFRDA at New Delhi.

No interest will be payable on the amount of the EMD. The EMD may be forfeited in following cases:

- If a vendor withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or
- In the case of a successful vendor, if it fails within the specified time limit to:

- Sign the Agreement or,
- Furnish the required security deposit.

Note: Two Separate Covers Containing bid

1. EMD, Eligibility with Technical Solution
2. Commercial Bids

2.4 Contact Person's Address for correspondence and clarifications

The Deputy General Manager-IT,
Pension Fund Regulatory and Development Authority,
B-14/A, Chatrapati Shivaji Bhawan,
Qutub Institutional Area, Katwaria Sarai, New Delhi – 110016,
Phone – 011 – 2651 7501,
011 – 2651 7503,
011 – 2651 7097

3. Executive Summary

3.1 Introduction

The Pension Fund Regulatory & Development Authority (PFRDA) Act was passed on 19th September, 2013 and the same was notified on 1st February, 2014. PFRDA is regulating NPS, subscribed by employees of Govt. of India, State Governments and by employees of private institutions/organizations & unorganized sectors.

3.1 Objective

- Uninterrupted 20 Mbps Internet Connectivity in PFRDA office for Wi-Fi.
- Seamless Transfer of Data.
- Providing secured application access.
- Enforcing internet/email policies.
- Video/Audio conferencing /IP Telephony.
- Accessing Internal Applications.

4. Scope of Work

To provide 20 Mbps Internet connectivity for PFRDA Office:

- The Internet connectivity should have fully dedicated (1:1), unshared & High Quality **20 Mbps** symmetric bandwidth without any compression factor through Optical Fibre.
- Installation, commissioning, configuring of the link and hardware (Modems and Router etc).
- Maintenance support service (24 hours and 7 days a week) for Bandwidth and equipment.

- The bidder is required to maintain the link for a minimum period of one year, further it can be extended, based on requirement and satisfactory services upto three years, year on year basis.

The bidder is required to maintain the link, renewable every year up to 3 years at the same or lower price quoted for 1st year at the discretion of PFRDA.

5. Term of Reference (TOR) & Service Level Agreement (SLA):

SP will be required to sign Service Level Agreement (SLA) having the following:

- Packet Losses: Less than 1% (Average over 1000 ping).
- Network Availability: More than 99.5 % per month.
- Reports for performance, monitoring /usage to be submitted by the ISP on weekly or monthly basis or as per requirement of PFRDA.
- In case of the above parameters going out of specifications, PFRDA will be compensated adequately in respect of the extended time for the loss of hours in service. Also, if services are not found satisfactory, PFRDA reserves the right to cancel the contract with –one-month notice.
- In case connectivity from Fibre cable is failed, the same connectivity speed will have to be provided through wireless line by the service provider.
- 99.5% Uptime shall be calculated as, $(\text{Total Time} - \text{Down Time}) \times 100 / \text{Total Time}$. Deduction in payment will be made for downtime in the quarterly bills raised by the Service Provider (SP).
- The services shall be provided 24 hours & 7 days in a week.
- The bidder will be responsible for undertaking any civil/electrical work etc., involved from commissioning to the completion of the project, at his cost.
- The service should include fully meshed any to any Internet network, network designing, last mile, bandwidth, installation, configuration, hardening, maintenance support, integration with LAN/WAN, proactive monitoring and reporting, change management, migration, training etc., with service level agreement (SLA) binding the Bidder / SP to maintain uptime and application/service quality commitments.
- Design, develop, implement, and manage an Internet service in locations mentioned in scope for a secure, scalable, resilient and reliable, total Wi-Fi network
- All Sites shall be able to directly connect to any other site over the Wi-Fi network. Full-mesh connectivity is desired.
- Obtain all necessary right-of-ways and permits for construction of pathways and installation of telecommunications cabling necessary to implement the proposed solution. SP should take necessary permission PFRDA will assist for the same.
- Provide a low-latency, highly reliable, high-speed Internet service. The connection shall provide to PFRDA is able to conduct business operations as per the specified

bandwidth requirements and as defined by agreed upon Service Level Agreements (SLA).

- The proposed connection shall be capable of meeting the defined performance standards throughout the entire term of the contract.
- Network integrator for the installation, configuration management, commissioning of Internet link, establishing automatic switch-over from primary link to the backup link and vice-versa.
- Vendor/bidder should have fully functional 24x7x365 Customer Service Centre in Delhi.
- Installation and Commissioning Charges paid on Acceptance of Installation Report.
- Payment will be made quarterly in arrears for Annual recurring charges (ARC) after issuing of necessary invoice and submission of monthly reports including SLA while one time charges (OTC) would be paid after successful commissioning of the link. In case of termination of services, the payment will be made on pro rata basis for the duration for which the services were provided.
- **Taxes:** The percentage of Tax All the taxes, duties, levies, must be quoted in clear terms separately. If the taxes are not mentioned separately, it will be presumed that the rates quoted are inclusive of taxes

During AMC period, SLA and penalty for Internet Links is as follows:

S.No.	Link Availability(Quarterly basis)	Penalty
1	100% to 99.5%	NIL
2	Below 99.5%-Up to 98.5%	2% of quarterly lease charges
3	Below 98.5%-Upto 97%	5% of quarterly lease charges
4	Below 97% -Up to 95%	7% of quarterly lease charges
5	Below 95%	10 % of quarterly lease charges

6. ELIGIBILITY CRITERIA:

The invitation to bid is open to all Bidders who qualify the Eligibility Criteria as given below:

- The bidder should be a Company registered under the Indian Companies Act, 1956/2013 for the last three (3) years.
- The bidder should have minimum annual turnover of 50 Lakh during the last three financial years (2016-17, 2017-18 and 2018-19).
- The bidder should provide reference of 3 clients who have procured similar or higher bandwidth from the Bidder, combined or each of the value 5- 6 Lakh.
- The bidder should not be blacklisted by any Govt. /PSUs in India or abroad.

- The bidder should have TL9000 certification.
- The Bidder should have the DOT license

Bidder should submit valid documentary proof of the following:

S.NO	Documentary proof to be submitted
1	Copy of Valid category A ISP License from Govt. of India
2	Documentary proof for having license to setup and operate International Gateways from Govt. of India
3	Documentary Proof having fully Customer Service Centre in Delhi & NCR region which is operational 24 hours
4	Self-Declaration letter regarding non-black listed vendor
5	Copy of PAN No. of the company
6	GST Registration and GST Number
7	Two references for providing Internet connectivity (Internet Lease Line) of 10 Mbps or more to Govt. /PSUs for at least 2 year.

Instruction to the bidder;

1. AMENDMENTS TO THE TENDER

At any time prior to the deadline for submission of proposals, PFRDA may modify/amend or vary, for any reason deemed necessary, the tender by an amendment notified on PFRDA website or in writing or by fax or email to all the bidders who have received this tender and such amendment shall be binding on them.

No proposal can be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period as of the tender. However, bidder is allowed to withdraw its bid documents till deadline for submission of proposals, i.e. till **21.06.2019**. Once the bid documents are submitted, modifications and substitutions in the bid documents shall not be allowed.

2. LANGUAGE OF THE PROPOSAL

The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documents received within the stipulated time will become the property of the PFRDA and will not be returned. The hardcopy version will be considered as the official proposal.

Proposals will be reviewed by a Committee constituted by the PFRDA or its designated representative(s). The PFRDA, or such other authority designated by the PFRDA, as the case may be, is also referred to herein as the Evaluation Committee (or “Committee”).

3. PROPOSAL OPENING

PFRDA would open the proposal, in the presence of authorized representative(s) of the bidder who choose to attend, at the time, date and location stipulated in the tender. The maximum number of authorized representatives allowed to each bidder will not be more than two. The bidder’s representative(s) shall sign a register evidencing their attendance.

4. CLARIFICATION OF PROPOSALS

In the process of examination, evaluation and comparison of proposal, the PFRDA may, at its discretion, ask bidder(s) for clarification of its proposal which the bidder will be obliged to furnish in writing.

5. INITIAL DETERMINATION OF COMPLIANCE WITH TENDER REQUIREMENTS

The Committee will perform an initial review of all proposals that are submitted on time. After initial review, the Committee may recommend discontinuing the evaluation of any proposal, which it considers unacceptable prima facie for any reason such as:

- i. Non fulfilment of pre- qualification criteria as mentioned in clause 6 of the tender
- ii. The proposal is not a reasonable effort to respond to the requirements of the tender; or is vague or lacking in material particulars/information sought or is not accompanied with relevant documents
- iii. The proposal contains technical deficiencies, such as not all the requirements of the scope of work are addressed and proposed solution is not in accordance with the requirements of the PFRDA.

6. CORRECTION OF ERRORS

- i. Bidders are advised to exercise adequate care in quoting the prices. No modification/ correction in quotations will be entertained once the bids are submitted. Even before submission of the proposal, care should be taken to ensure that any corrections/overwriting in the proposal are initiated by the person signing the proposal form.
- ii. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.

A prospective bidder requiring any clarification on the tender documents may notify PFRDA in writing at the PFRDA's address or sending mail on following email id's : dept.infotech@pfrda.org.in, Sanjeev.j@pfrda.org.in, balaji.b@pfrda.org.in. All queries and clarifications should reach PFRDA. Any queries received after the indicated date and time will not be entertained.

The bidder is responsible for all costs incurred in connection with participation in this process, including but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings, presentation, preparation of proposal and in providing additional information required by PFRDA. This tender does not commit the PFRDA to award a contract or to engage in negotiations.

7. PFRDA'S RIGHT TO TERMINATE THE TENDER

PFRDA may terminate the tender process at any time and without assigning any reason. The PFRDA makes no commitment, express or implied, that this process will result in a business transaction with anyone. This tender does not constitute an offer by the PFRDA. The bidder's participation in this process may result in PFRDA selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by PFRDA to execute a contract or to continue negotiations. The PFRDA may terminate negotiations at any time without assigning any reason.

8. LATE BIDS

Any proposal received by the PFRDA after the deadline for submission of proposal prescribed in shall be summarily rejected and returned unopened to the bidder.

9. NEGOTIATIONS, CONTRACT FINALIZATION AND AWARD

The committee shall reserve the right to negotiate with the bidder whose proposal has been ranked first by the committee. A contract will be awarded to the responsible, responsive bidder whose proposal conforms to the tender and is, in the opinion of PFRDA, the most advantageous and represents the best value to the project, price and other factors considered. Evaluations will be based on the proposals and any additional information requested by the PFRDA.

10. AWARD OF CONTRACT:

a) Award Criteria

The PFRDA will award the Contract to the successful bidder (Vendor) whose proposal has been determined to be substantially responsive and has been determined as the best value proposal for a period of One year. Further, PFRDA may at its sole discretion and if there is a requirement may extend it for further period on year-on-year basis.

b) PFRDA's Right to Accept or Reject Any or All Proposals

The PFRDA reserves the right to accept or reject any proposal, and to annul the tender process and reject all proposals at any time prior to award of contract, without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for PFRDA's action.

c) Notification of Award

Prior to expiry of the validity period, PFRDA will notify the successful bidder in writing that its proposal has been accepted. Upon the successful bidder's furnishing of security deposit contract signing process will take place.

d) Signing of Contract

Once the PFRDA notifies the successful bidder that its proposal has been accepted, PFRDA shall enter into a separate contract, incorporating all agreements (to be discussed and agreed upon separately) between PFRDA and the successful bidder.

11. TERMINATION OF CONTRACT

PFRDA may terminate the Contract of the Vendor in case of the occurrence of any of the events specified below:

- a) If the Vendor becomes insolvent or goes into compulsory liquidation.
- b) If the Vendor, in the judgment of PFRDA, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- c) If the Vendor submits to PFRDA a false statement which has a material effect on the rights, obligations or interests of PFRDA.
- d) If the Vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to PFRDA.
- e) If the Vendor fails to provide the quality services as envisaged under this Contract or violates any of the clauses of the contract. Reasons for the same would be recorded in writing.
- f) In such an occurrence PFRDA shall give a written advance notice of 30 days before terminating the Contract of the Vendor.
- g) By giving 60 days advance notice without assigning any reason.

12. SUB-CONTRACT CLAUSE

The Vendor shall neither assign nor transfer, entirely or in part, the obligation derived here from in favor of any third party

13. EXIT MANAGEMENT

In the event of expiry of contract term or termination of contract as per, the Vendor would transfer/share all infrastructure and documents, report and other data necessary for seamless transfer of process to PFRDA/New Vendor as directed by PFRDA.

14. PROPOSAL OWNERSHIP

The proposal and all supporting documentation submitted by the bidders shall become the property of PFRDA. The proposal and documentation may be retained, returned or destroyed as PFRDA decides.

15. GOVERNING LAWS/ JURISDICTION ARBITRATION

Any matter relating to the appointment of Vendor or the procedure for the appointment of the Vendor shall be governed by the Laws of Union of India. The dispute relating to such appointments shall be subject to the exclusive jurisdiction of the Courts at New Delhi (with exclusion of all other Courts) which shall have the jurisdiction to decide or adjudicate on any matter or dispute which may arise.

However, any disputes that may arise under the contract between the PFRDA and the Vendor shall be resolved by a dispute mechanism as provided in such contract.

FORWARDING LETTER

To,

**The Deputy General Manager-IT ,
Pension Fund Regulatory and Development Authority,**

**B-14/A, Chatrapati Shivaji Bhawan, Qutub
Institutional Area, Katwaria Sarai, New Delhi –
110016,**

Phone – 011 – 2651 7501, 011 – 2651 7503 , 011 – 2651 7097.

Dear Sir,

Sub : Submission of Quotation against Tender for
provisioning of Enterprise Leased Line Connectivity at
PFRDA

I/We hereby offer to carry out the work detailed in the
Tender Specification issued by PFRDA, in accordance

with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Instructions to Bidders and Terms & Conditions of the Bid
2. Price Bid

Should our Offer be accepted by PFRDA for Award, I/we further agree to complete the work as provided for in the Tender Conditions within the stipulated time as e indicated by PFRDA.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the tender document.

Authorised Representative of Bidder

Bid Submission Formats

Financial Bid Format

Sl.No.	Description	Basic Price (in Rs.)	Taxes if any (in Rs.)	Total (In Rs.)
01.	Band Width Charges 20 Mbps internet connectivity (1:1, uncompressed/ pure on clear Channel Annual Rentals			
02.	One time Installation/ Configuration Charges, if any			
03.	Any other charges (To be specified)			
Grand Total				