

 MAHATRANSCO Maharashtra State Electricity Transmission Co. Ltd.	<p align="center">MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO.LTD.</p> <p align="center">CIN NO. U40109MH2005SGC153646</p> <p align="center">Maharashtra State Load Dispatch Center</p> <p>Office of The Superintending Engineer(SCADA/Admin) Tele :91-22-27601765/1766/1931/2937</p> <p>Maharashtra State Load Dispatch Center Fax :91-22-27601769/2936</p> <p>Thane-Belapur Road, P.O. Airoli Email : cesldc@mahasldc.in</p> <p>Navi Mumbai Pin – 400 708. website : http://www.mahasldc.in</p>	 RIGHT INFOR	 महाराष्ट्र राज्य विद्युत संचयन निगम लि.
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Ref: CELDK/REMC/ISP Link-2/No. 387

Date- 03.03.2022

To

Website for display

Sub: e-Enquiry for redundant ISP internet leased line (on fiber) with bandwidth of 4 Mbps along with 5 usable Public IPs at REMC system MSLDC Airoli.

Dear Sir,

You are requested to quote your lowest rate for redundant ISP internet leased line (on fiber) with bandwidth of 4 Mbps along with 5 usable Public IPs at REMC system MSLDC Airoli in **Annexure A on terms & conditions as per Annexure B. The detailed scope of work is attached as Annexure A.**

The offer should be valid for at least 120 days from the date of opening of quotation. The quotations not complete in any respect or partial quotations will be totally rejected. No correspondence in this regard will be entertained.

The sealed envelope marked as **“e-Enquiry for redundant ISP internet leased line (on fiber) with bandwidth of 4 Mbps along with 5 usable Public IPs at REMC system MSLDC Airoli.”** must reach this office on or before 14/03/2022 up to 17:00 Hrs. This quotation will be opened on Next Working day i.e. on 15/03/2022, if possible.

Thanking You,

Yours faithfully

Sd/-

(Ram N. Kolhe)

**Superintending Engineer (SCADA/Admin)
MSLDC, Airoli, M.S.E.T.C.L**

Encl: Annexure 'A' - Scope of Work

 'B' - Terms & Conditions

 'C' - Price Schedule

 'D' - Undertaking

Copy to: AGM (Finance), MSLDC Kalwa

ANNEXURE 'A'

Scope of Work

Maharashtra State Load Despatch Centre, a unit of Maharashtra State Electricity Transmission Company having office at Thane Belapur Road, Airoli, Navi Mumbai 400 708 hereinafter called the "MSLDC" acting through the Executive Director (SLDC) wishes to appoint agency for redundant ISP internet leased line (on fiber) with bandwidth of 4 Mbps along with 5 usable Public IPs at REMC system MSLDC Airoli.

Scope of this work includes but not limited to following works

1. The scope of work involves dedicated ISP internet leased line (on fiber) with bandwidth of 4 Mbps (1:1) along with 5 usable Public IPs for a period of 1 year at REMC system MSLDC Airoli.
2. All necessary network equipment along with cables/connectors, routers required for delivery of this shall be in scope of the contractor. However, on completion of service delivery or termination of contract, Owner of the premises shall permit the contractor to retrieve all network equipment installed for service under this contract.
3. The key objective is to restore the system when operational state as quickly as possible, including by a temporary workaround. The resolution of the defect may be completed within 24 hrs.
4. Providing space and stable power supply for network equipment shall be in the scope of owner of the premises.
5. Period of service shall commence on successful commissioning & testing of internet bandwidth.

6. Support Levels (SLA)

Support Window : 24 X 7 supports

Response Time : 2 Hrs.

Resolution time : 24 Hrs.

If the internet link down due to any reason or faulty/non-operational, the replacement/operational should take place **within the 24 hours** after the ticket was logged.

The replacement must be with a new device. If it cannot be replaced with a new device, a temporary device has to be installed and made operational at the location. The replacement with the new device should, however, should happen within 48 Hours after the ticket was logged.

Call Registration Process: Telephonic or Email.

ISP internet leased line (on fiber) with bandwidth of 4 Mbps (1:1) along with 5 usable Public IPs provided at REMC system project, MSLDC Airoli shall be

available for more than 99.95%. Co-ordination for raising trouble tickets, link restoration, testing etc. shall be done by both the parties promptly.

The penalties for any non-compliance is defined under Section Terms and Conditions (9).

7. The Vendor shall attend unlimited downtime/ breakdown calls on receipt of complaints.
8. Well trained engineers for resolved the downtime are to be arranged by the Vendor.
9. All spares to be used shall be genuine or compatible spare parts (in that order).
10. The service provider shall maintain service log book and record the nature of service rendered during each trouble shoot by the service representative and the same shall be duly signed by the designated MSLDC REMC Person.
11. Vendor shall provide standby Spares/equipment/s and or Hardware in case the Hardware under service period is down for more than 36 hrs or the problem recurs intermittently after servicing carried out by the Vendor.
12. The vendor shall be solely responsible for the maintenance, repair, replacements and supply of required parts etc. The dismantled parts can be taken by vendor. MSETCL shall not be liable to interact with any of the subcontractors of the vendor.

Sd/-
(Ram N. Kolhe)
Superintending Engineer(SCADA/Admin)
MSLDC, Airoli, M.S.E.T.C.L

ANNEXURE 'B'
TERMS and CONDITIONS:

Bidder should carefully read all the terms and conditions/ Instructions of the enquiry document and follow the same scrupulously.

- 1) Bidder should submit copies of following along with quotation:
 - i. Certificate of Incorporation
 - ii. PAN registration certificate.
 - iii. GST registration certificate.
 - iv. Constitution of bidder's firm (Partnership deed, Articles of Association, MOA etc.) if applicable. However, JV (Joint Venture) is not allowed.
 - v. **Experience: Bidder should have Experience of successfully completed similar works during the last Five years ending the last day of month previous to one in which the E-enquiry are invited should be either of following.**
 - a. **"Three similar completed works costing not less than the amount equal to 40% of estimated cost."**
 - OR**
 - b. **"Two similar completed works costing not less than the amount equal to 50% of estimated cost."**
 - OR**
 - c. **"One similar completed work costing not less than the amount equal to 80% of estimated cost."**

(Note - Similar works means Supply, Installation, Support of the Server/AMC of the Servers).

Copy of work order to that effect from concern department/ agency is required to be uploaded at the time of submission of application for tender.

Note: Bids from consortium/Joint venture shall not be accepted. Joint venture/Consortium experience shall not be considered. Experience of only the bidding entity as a prime contractor shall be considered. A job executed by a bidder for his own or project of their Sister concern/Group Company shall not be considered as experience for the purpose of meeting requirement of experience criteria

- vi. Certificate of Registration of Bombay Shop & Establishment Act (1948)/ (2018) if applicable.
- vii. Audited annual accounts including balance sheets and other financial statements for **Last three Financial Years** OR Bidder should submit digitally signed ITR from income tax department for last Three financial years.

viii. Annexures: Annexure D: - Undertaking from Bidder

Failure to provide the desired information and documents may lead to disqualification of the Bidder.

If required MSLDC may verify the authenticity of the documents submitted and if found fake documents or manipulated documents are submitted the vendor will be blacklisted by MSETCL.

- 2) **Security Deposit:** In case order is placed, You will have to pay security deposit amounting to **3% of the ordered value** through FDR/Bank guarantee within seven days from the date of receipt of order otherwise it will be deducted from bill payable. The same will be refunded to you after completion of the contract period, if execution of the order is satisfactory. In the event of unsatisfactory performance of the contract or non-compliance to T&C, Scope of Works this amount will be forfeited. No interest will be allowed on this deposit.
- 3) **Submission of bills and Payment-** For providing internet services for REMC project MSLDC shall make payment within 30 days after submission of an invoice in triplicate & complete in all respects subject to release of funds to MSLDC by Powergrid through MoP grant. As the payment to the contractor is to be made from the fund to be received from MoP, through POWERGRID, no interest shall be payable, in case of delay in payment due to non receipt of fund from POWERGRID.
- 4) **Contract Period: Contract period will be for 1 Year** After the expiry of the contract period, the service need not be continued taking it as deemed extension of period. The system has to be handed over in full working condition as on the date of the expiry of the contract.
- 5) **Technical Support:** You will provide onsite services for any technical problem in the executed work as per scope of works for the period of **One Year**
- 6) **Penalty for downtime:**

In case of Non-Compliance of SLA mentioned in Scope of Works, Downtime Penalty: The uptime of 99.95% shall be ensured for the link. In case the Service Provider is not able to provide 99.95% uptime during the Quarter, the downtime will be from the time of lodging of complaint.

The uptime is calculated as:

$$\text{Uptime or Availability (in \%)} = \frac{(\text{Total number of hours in the quarter} - \text{Total downtime hours in quarter})}{(\text{Total number of hours in the quarter})} \times 100$$

A penalty of 2% of the payment made of Annexure – 'C'. Penalty shall be applied per quarter for every 10 hrs or part thereof downtime in excess of 88 hours in a year. For this purpose the number of days in a year is taken as 365 leading to a total duration of 8760 hours per year. The downtime shall not be calculated only if there is a power failure in MSLDC premises or public power distribution system

This penalty shall not exceed 10% of the contract value during that quarter.

- 7) The part to be replace should be Original and from OEM only.
- 8) Vendor shall arrange for any additional Manpower required for any assistance whatsoever, required in maintenance jobs during preventive /breakdown maintenance. MSLDC specific help required to be specified by Vendor.
- 9) **SITE VISIT:** Bidders are advised to inspect, examine the site / equipments and its surrounding and satisfy themselves before submitting their enquiry. A vendor shall be deemed to have full knowledge of the site / equipments whether he inspects it or not and no extra charges consequent on misunderstanding or otherwise shall be allowed.
- 10) Bidder shall be fully equipped to set right the fault within reasonable time, so that the down time of the equipment is minimum.
- 11) The ISP internet link services shall be in force for a period of one year. However, the company reserves the right to terminate the contract in case of unsatisfactory work during contract period.
- 12) Vendor is expected to examine all instructions, forms, terms and specifications in this Enquiry document and study the enquiry document carefully. Bid shall be deemed to have been submitted after careful study and examination of this enquiry with full understanding of its implications.
- 13) The firm should clearly mention for any taxes, duties, levies, freight, forwarding and installation for, FSI. Otherwise the rates quoted by the firm shall be considered inclusive of all taxes.
- 14) MSLDC will consider the inability of the Bidder to deliver the services as per scope of work within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder. MSLDC shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in Terms and Conditions
- 15) MSLDC reserves its right to reject any or all the offers without assigning any reason thereof whatsoever also reserve the right to re-Enquiry.

16) **Acceptance of Bid:** The company does not bind to accept the lowest or any bid neither will any reasons be assigned for rejection of any enquiry. It is also not binding on the company to disclose any analysis report of enquiry.

17) **Conditional Bids:**

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

18) If any dispute arises, the decision of the undersigned is final and binding on you.

19) **Period of validity of Bids:**

a) The bids shall remain valid **for 120 days from the date of bid opening (commercial)** prescribed by MSLDC, MSETCL.

b) In exceptional circumstances, MSLDC, MSETCL may solicit the bidder's consent for an extension of the period of validity. The request and the response thereafter shall be in writing. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request shall not be permitted to modify its bid. The bid security furnished by the bidder shall also be suitably extended.

20) MSLDC, MSETCL reserves the right at the time of award of contract to increase or decrease of the quantity of services.

21) Any effort by the Bidder to influence the MSLDC, MSETCL in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder's Bid.

22) All the software, hardware equipment's like Laptops, tools etc. to carry out the installation has to be brought by the Vendor at no extra cost.

23) No extra charges for transportation, T&P, labour, packing, insurance, excise, material etc. will be paid, it will be arranged by you only.

24) **Quality of work:** Bidder will be responsible for quality of work and workmanship.

25) **Adherence to safety procedures, rules regulations and restriction:**

i) Bidder shall comply with the provision of all laws including labour and industrial laws, rules, regulations and notifications issued there under from time to time. All safety and labour and industrial laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder shall abide by these laws. The Bidder shall indemnify and keep indemnified and hold harmless the Purchaser for any loss, damage, claims, costs, charges, expenses, etc arising out of and/or suffered on account

of actions, litigations, proceedings, suits, arising out of breach of the above laws.

- ii) Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.
- iii) The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- iv) Bidder shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work.

26)**Accident:** If any accident occurs to your labour skilled or unskilled, compensation if any, is to be paid by bidder only.

27)For any loss to the company's property during execution of work, the bidder will be liable to pay the equivalent compensation as per the recommendation of concerned engineer.

28)MSETCL will not be responsible for any accident (fatal or non-fatal) or injury to the personnel of the agency or any financial implication arising there from.

29)**In case of new enquiry version creation by MSETCL for any modification in enquiry, bidder is required to resubmit the bid. As existing bid of the bidder gets invalidated automatically in such event.**

30)**Expenses**

- i) Prices payable to the Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc. However, MSLDC, MSETCL shall be entitled to make applicable deductions including adjustment in the payment of Contract price in the event of levying liquidated damages on the Bidder as provided under the Contract.
- ii) It may be noted that MSLDC, MSETCL will not pay any amount / expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the 'Agreed Price'.

31)**Force Majeure**

Any failure or delay by selected Vendor or MSLDC in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil

disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing party, is not a defaulter a ground for termination. The affected party shall notify the other party of the occurrence of a Force Majeure Event forthwith.

32) Indemnity

Vendor shall indemnify MSLDC and keep the MSLDC indemnified for any loss or damage, cost or consequences that MSLDC may sustain, suffer or incur on account of violation of intellectual property rights of third party by the Vendor. Vendor shall always remain liable to the MSLDC for any Losses suffered by the MSLDC due to any technical error or negligence or fault on the part of the Vendor, and the Vendor also shall indemnify the MSLDC for the same.

33) All the terms and conditions for the supply, testing and acceptance, payment terms, penalty etc. shall be as those mentioned herein and no change in the terms & conditions will be acceptable

34) The enquiry should be completed with all particulars & Annexures. Wherever it is mentioned the enquiry must be signed along with seal. Any document of the enquiry not bearing the signature of bidder is liable to be rejected.

35) In case of dispute, if any, the legal jurisdiction of the court shall be Mumbai only.

36) In case L-1 is more than one, then the Technical qualification of the Bidder will be the criteria and the decision of MSLDC, MSETCL will be final and binding.

37) **General Conditions:** Bidder will be deemed to be fully aware of the MSETCL's General conditions of contract for the supply of plant, equipment and material particularly in respect of security deposits, terms of payment penalty for late delivery etc. Any ignorance of these conditions will not exempt you from your liability to abide by the same. General conditions are applicable as per MSETCL Rules and regulations. Moreover, the right to reject any or all enquiries in part or full without assigning any reason is reserved by the undersigned. Also the undersigned reserve the right to alter/amend /cancel any or all the terms and conditions stipulated above at any time in the interest of company without assigning any reasons thereof

38) The Bidder should have the qualified engineers/ staff to attend the Services at MSLDC, Kalwa.

39) Cancellation of Contract and Compensation

MSLDC, MSETCL reserves the right to cancel the contract of the selected Vendor and recover expenditure incurred by MSLDC, MSETCL in any of the following circumstances. MSLDC, MSETCL would provide 30 days' notice to rectify any breach / unsatisfactory progress if:

- Vendor commits a breach of any of the terms and conditions of the bid/contract;
- Vendor becomes insolvent or goes into liquidation voluntarily or otherwise;
- an attachment is levied or continues to be levied for a period of 7 days upon effects of the bid;
- the progress regarding execution of the contract, made by the Vendor is found to be unsatisfactory;
- if the Vendor fails to complete the due performance of the contract in accordance with the agreed terms and conditions.

After the award of the contract, if the selected Vendor does not perform satisfactorily or delays execution of the contract, MSLDC, MSETCL reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Vendor is bound to make good the additional expenditure, which MSLDC, MSETCL may have to incur to select and carry out the execution of the balance of the contract. This clause is also applicable, if for any reason, the contract is cancelled.

MSLDC, MSETCL reserves the right to recover any dues payable by the selected Vendor from any amount outstanding to the credit of the selected Vendor, including the pending bills and / or invoking Bank Guarantee / Security Deposit, if any, under this contract.

- 40)MSLDC does not bind itself to accept the lowest or any bid and reserves the right to reject all or any bid or cancel the Enquiry without assigning any reason whatsoever. MSLDC also has the right to re-issue the Enquiry without the Vendors having the right to object to such re-issue.
- 41)Any parts/spares etc required for system restoration in event of Breakdown shall be provided by Vendor.
- 42)Office space and normal office facilities shall be provided by MSLDC.
- 43)All the expenses shall be borne by the Vendor.
- 44)**Travelling Expenses:-** No travelling expenses will be reimbursed or paid to the services & Maintenance Engineers or any other staff for visiting offices of the MSLDC for maintenance work.
- 45)If any accident occurs to the contractor's labor, while on duty, department will not be responsible in any way either legal or financial for the accident to the contractor's labor and the same shall be at the risk and cost of the contractor. The contractor will have to pay the compensation as per workman's compensation Act to the labors.

- 46)MSLDC may at its discretion abandon the enquiry process any time before the issuance of Purchase Order.
- 47)Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- 48)**Partial Bid will be summarily rejected without giving any reason/notice to the Bidder.**
- 49)No increase, decrease, discount reduction or any other changes in the price will be acceptable after the opening of the quotation.
- 50)Any variation in the rates, etc. will not be allowed on any ground such as mistake, misunderstanding, typographic etc. after the Enquiry has been submitted. The quoted rate must include all charges including free replacement of spare parts.
- 51)During the period of contract, no upward revision of charges will be accepted.
- 52)Income tax, WCT, Labour cess or other statutory taxes if applicable will be deducted at the prevailing rate.
- 53)**Bidder shall abide to M.S.E.T.C.L. standard terms and conditions regarding work contract.**
- 54)**Apart from the above points, all the terms and conditions published by MSETCL in booklet “Tender & Contract of Works” are applicable here also.**
- 55)**Signing of Contract Agreement:** In case order is placed, you will have to enter an agreement with MSLDC, MSETCL, in the prescribed format on bond paper of **appropriate Amount** at your cost within 7 days from the date of the receipt of this order as per the D O ltr no. Mudrank- 2009/2707/Pra.Kra./326/M-1 dtd 09.10.09. And Co. `s Adm. Circular no. 207 dtd 17.04.10. The MSLDC, MSETCL will not be liable to pay nor shall you be entitled to claim any bill amount due or payable under the contract until the agreement is executed with MSLDC, MSETCL. The necessary Stamp Duty for the agreement shall be borne by you.

Sd/-
(Ram N. Kolhe)
Superintending Engineer(SCADA/Admin)
MSLDC, Airoli, M.S.E.T.C.L

Annexure-C
PRICE SCHEDULE

<i>Sr. No.</i>	<i>Item/Service</i>	<i>Period</i>	<i>Amount (Rs.)</i>
1.	<i>Bandwidth charges of dedicated communication link for Internet Bandwidth at REMC system MSLDC Airoli for data transfer with a speed of 4 Mbps (1:1) unlimited plan (On Fiber) along with 5 usable Public Ips.</i>	<i>Per annum</i>	
Total			
GST 18%			
Total Cost Inclusive of GST			
In Words: _____ _____ (Incl. GST)			

I certify that all the terms and conditions of the e-Enquiry documents are acceptable to us.

Date:

Place:

Signature

Seal of the Firm

Annexure 'D'

UNDERTAKING

(On Company's Letterhead)

To,

**Superintending Engineer (SCADA/Admin) (SLDC)
Maharashtra State Load Despatch Centre,
Airoli, Navi Mumbai**

Dear Sir,

I / We quote our firm rates for **ISP internet leased line (on fiber) with bandwidth of 4 Mbps (1:1) along with 5 usable Public IPs at REMC system MSLDC Airoli** with scope of work and terms and conditions mentioned in the enquiry document.

I / We have carefully read and which I / We have thoroughly understood and to which I / We hereby agree.

I / We hereby agree to keep this offer open for **120** days from the date of opening of enquiry and shall be bound by communication of acceptance dispatched within the prescribed time.

I / We hereby declare that I/we have not been blacklisted by the registering authority or any department of the Central /State Government, Semi-Government, public undertakings, corporate etc.

The information given by me is true and in future if it is found that the information given by me is false then MSETCL is free to take legal action including termination of the contract, against me.

Yours faithfully,

Seal & Signature of the Bidder

Date :

Place: