

Rajasthan State Road Transport Corporation

IT Cell, Head Office Jaipur

F3/HO/ST/IT/51/2020/511

Date 21/07/2020

"SHORT TERM"

"LIMITED BID ENQUIRY"

(Under RULE-16 of RTPP Rules, 2013)

NIT No. /2020-21

To,

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Sub: Inviting quotations for providing 10 Mbps Internet connectivity via Leased Line/CDMA/WMax/GSM/other compatible system (1:1 uncompressed and unshared with last node) at RSRTC Head Office, Jaipur for one year.

'Sealed Bids' are invited for providing 10Mbps Internet connectivity via Leased Line/CDMA/WMax/GSM/other compatible system (1:1uncompressed and unshared with last node) from reputed Firms/service provider/Agencies/Govt. Licensed firms at RSRTC Head Office, Jaipur for one year. The tender notification can also be downloaded from the website www.rsrtc.rajasthan.gov.in and www.sppp.rajasthan.gov.in

Bids should be accompanied by Bid/Performance Security (refundable) for an amount of Rs. 4,000/- to be submitted in the form of Demand Draft only to be drawn in favor of "FA, RSRTC.

Date and Time of downloading of bid document	21/07/2020 (11:00 AM)
Date and time of submission of bid along with Bid/Performance Security	27/07/2020 (10:00AM) to 27/07/2020 (03:00 PM)
Date and time of opening of Technical Bids	28/07/2020 (11:30 AM)


Executive Director (Traffic)

i) Terms and Conditions:

1. The Internet Service Provider (ISP) should have ISP license from Department of Tele Communication (DoT) (attached to copy of license).
2. ISP must have sufficient experience and expertise for high speed internet connectivity (Attach list of client for 10 Mbps).
3. The Bidder should submit valid documentary proof of GST registration number and details of income tax registration (PAN).
4. The quotation should clearly indicate the charges i.e. installation charges (one time), quarterly rental charges for equipment's supplied and 10 Mbps bandwidth.
5. The RSRTC will make payment against the bill raised by bidder on quarterly basis.
6. Compliance of terms with any deviation should be clearly indicated in remarks in separate deviation sheet.
7. The ISP should have a fully functional Customer Service Centre for operational 24x7 days a week (Attach Certificate).
8. The bidder would insure that the local loop provisioning does not violate regulations as laid by Govt. of India/TRAI in respect of such links/networks. Bidder will be responsible for making all the payments towards the local loop changes/ rental charges etc.
9. The quotations should be submitted in two bid system i.e. Technical and Financial bid. Financial bid of those bidders will be considered who will qualify technically. The bidder must mention clearly that hardware and software (such as Antenna, server operating system, modem/router/port/cable suitable to withstand all weather conditions) will be provided to make this internet connectivity operational. RSRTC will not provide any additional charges for Hardware and Software.
10. The equipments supplied should be IPv6 ready for future up-gradation.
11. The configuration of proxy setup of server should be completely inclusive.
12. The bidder is not complying all above conditions or not providing complete information as derived shall not be considered.
13. F.O.R should be destination i.e. RSRTC Head Office, Jaipur.
14. Bid security of Rs. 4000/- must be submitted in form of Demand draft in favour of FA, RSRTC to safeguard the interest of the RSRTC against any possible defector failure in full or part of the contract period. Bid security is refundable on completion of the warranty period.
15. RSRTC reserves the right to carry out the capability assessment of the bidder and decision of this regard shall be final.
16. RSRTC reserve the right to verify/seek confirmation of all original documentary evidence submitted by the bidder in support of above mentioned specification for eligible criteria. In case any information furnished by the bidder is found to be false/incorrect at any stage the bid shall be summarily rejected and no correspondence on the same shall be entertained.

ii) Delivery period and Installation:

ISP shall deliver and install the complete setup within 10 days from the date of issuing the order. If any problem arise in this regard should immediately be inform to the office within due date.

iii) Warranty Period:

1. The bidder will be responsible for the comprehensive maintenance during the service/warranty period of 1 year after acceptance of installation and testing of hardware for which RSRTC will not make any extra payment.
2. The bidder will do preventive maintenance once in every quarter for up keep of the system. The schedule will have to be adhered strictly.
3. The bidder must agree to provide services in face of any connectivity complaints/internet speed or any other technical difficulties immediately without any extra cost during the warranty period.
4. The service shall be provided 24 X 7 days in a week.
5. 99% up time shall be calculated as $\text{Uptime} = (\text{Total time-down time} \times 100 / \text{Total uptime})$

iv) Responsibilities under the contract:

1. To provide 10Mbps internet connectivity (Leased Line/CDMA/WMax/GSM/other compatible system) at RSRTC Head Office, Jaipur. Internet router port at ISP gateway for required bandwidth and at least 6 public IP addresses including reserve lookups configured at this IPs.
2. Provision and training for local monitoring of internet sites visited to avoid misappropriate use and software and hardware (if any) for above purpose.
3. Installation, commissioning, configuring of the link and hardware (Antenna, server, mux, modem and router, ports and cables etc).
4. Maintenance support service (24 X 7 days a week) for bandwidth and equipments.
5. Initiation of mini training to the staff of RSRTC for handling of all the equipments and monitoring of bandwidth utilization for individual systems.
6. The bandwidth utilization details should be furnished separately for each public IP provided by the ISP on monthly basis.

v) ISP will require signing Service Level Agreement having the following:

1. 10Mbps internet bandwidth at all the time.
2. Packet losses: Less than 1% (Avg over looping) at any given point of time to any part of globe.
3. Latency: Less than 200 ms from RSRTC Head Office, Jaipur to ISP's tier peering point.
4. Network availability: More than 99% per month.
5. Report for performance, monitoring/usage to be submitted by the ISP on monthly basis or as required by RSRTC Head Office, Jaipur.
6. If the services are not found satisfactory, RSRTC reserves the right to cancel the contract with one month notice.
7. RSRTC will not provide any additional charges for hardware (Antenna, Tower, Mux, router, NTU, modem, fiber cable) and software's. The prices quoted shall be considered inclusive for hardware and software required for connectivity

8. Network provides a SLA of 99.9% for Network services. In the event Network experiences ILL downtime resulting in a breach of SLA, the following penalties are levied on monthly basis.

100% to 99.9% – Up to 44 mins – 0% Penalties

99.9% to 98% – Between 45 mins and 14 hours 52 mins – 10% Penalties

98% to 95% – Between 14 hours 53 mins and 37 hours 12 mins – 30% Penalties

95% to 90% – Between 37 hours 13 mins and 74 hours 24 mins – 65% Penalties

Less than 90% – More than 74 hours 25 mins – 100% Penalties

vi) Submission of Quotations:

1. The quotations shall be submitted under Two-Bid System i.e. Technical & Financial bid in Separate sealed envelopes addressed to the “Executive Director (Traffic), IT Cell Head Office, Parivahan Marg, C-Scheme Jaipur”.
2. Both the envelopes should be super scribed with Technical Bid and Financial Bid, tender number, due date and time, date and time of opening.
3. Both the envelopes should be kept in one bigger envelope duly sealed. The Technical bids will be opened first on the prescribed date and time.
4. The Financial Bid of the technically qualified firms will be opened after the evaluation of technical bid.
5. The date and time for opening the Financial Bid will be intimated to the technically qualified firms accordingly. In case, the Tender opening date is declared a holiday, the tender would be opened on the next working day at prescribed time.

vii) Receiving and opening of tenders:

Date and time of downloading of bid document	21 /07/2020 (10:00 AM)
Date and time of submission of bid along with Bid/Performance Security	27 /07/2020 (10:00AM)to 27/07/2020 (05:00 PM)
Date and time of opening of Technical Bids	28/07/2020 (11:30 AM)

The opening date of price bid shall be intimated through phone/ email to the bidders whose offers have technically qualified.

- viii) **Validity of Quotation:** The quotation should be valid for a period of 90 days from the date of opening of the technical bids.

ix) **Taxes:** The percentage of tax 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.

x) **Delivery:** Preferably immediate. In case there is any specific schedule of delivery on the part of vendor, which should be clearly mentioned.

xi) First Appellate Authority:

Any dispute related to this bidding process arises between the bidder and RSRTC, shall first be settled through this committee. First Appellate Authority committee would consist of following members

- i. Executive Director (Traffic)
- ii. Financial Advisor
- iii. Executive Director (Legal)
- iv. Deputy General Manager (IT) – Member Secretary

xii) DISPUTE RESOLUTION:

- If during the subsistence of this Agreement or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Agreement or regarding any question, including as to whether the termination of this Agreement by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Standing Committee. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives fifteen (15) days' notice to refer the dispute before standing committee to the other Party in writing.
- Any dispute related to this agreement arises between the parties shall first be settled through amicable settlement. In case matter is not settled amicably within 30 days, same shall be referred to Standing Committee. Standing Committee would consist of following members
 - (i) Chairman and Managing Director
 - (ii) Financial Advisor
 - (iii) Executive Director (Traffic)
 - (iv) Executive Director (Legal)
 - (v) Deputy General Manager (IT) – Member Secretary

Compliance with the Code of Integrity and No Conflict of Interest:

Any person participating in a procurement process shall-

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The bidder participating in a bidding process must not have a Conflict of Interest.

- A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- B Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. Have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this

does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

Grievance Redressal during Procurement Process:

The designation and address of the First Appellate Authority is as clause-xi

The designation and address of the Second Appellate Authority is CMD, RSRTC

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of appeal.

(3) If the Officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (3), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid Process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

(a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filling appeal

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

(i) hear all the parties to appeal present before him; and

(j) peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No. of

Before the (First/Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against And name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4.If the Appellant proposes to be represented By a representative, the name and postal address

of the representative:

5.Number of affidavits and documents enclosed with the appeal:

6.Grounds of appeal:

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..... (Supported by an affidavit)

7.Prayer:

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Place

Date

Appellant's Signature

Fairness of Document

{To be submitted on letter head}

Executive Director (traffic)
RSRTC Head Office,
Parivahan Marg, C-Scheme
Jaipur- 302001

Sir,

Having examined the RFP Document the receipt of which is hereby duly acknowledged, I/we, the undersigned, offer to "XXXX." under the project 'XXX' in RSRTC as required and outlined in the RFP.

- I/ We undertake, all the documents submitted along with technical/financial bid are true, fair and valid in accordance with the RFP document.
- I/ We agree to reject out rightly my bid if anything found bogus, misleading or incorrect information.
- We agree to all the terms & conditions mentioned in the RFP document.

Dated this _____ day of _____

Signature (in the capacity of)
Duly authorized to sign Bid for and on behalf of

Seal of the Company

Draft Agreement

This agreement is made and executed on this ____ day of _____, 2020

BETWEEN

Executive Director (Traffic), Rajasthan State Road Transport Corporation (RSRTC), Head Office, Parivahan Marg, Chomu House, Jaipur – 302 001 (hereinafter referred to as “RSRTC”, which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the FIRST PART

AND

M/s <Name>., <Address>, Phone : <Phone Number>, Fax : <Fax No> (hereinafter referred to as <‘NAME’>), which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the SECOND PART

Both the RSRTC and <‘NAME’>), shall hereinafter be referred to individually as ‘Party’ and collectively as ‘Parties’ in this Contract.

WHEREAS

- a) The RSRTC, party to the FIRST PART invited RFP vide no. Dated2020 and subsequent corrigendum (hereinafter called as “RFP”).
- b) The <NAME OF BIDDER>, party to the SECOND PART has submitted its offer for such services in accordance with all the terms and conditions stipulated in the RFP.
- c) The FIRST PART has placed work order to SECOND PART vide order no. dated for the aforesaid works for a period of one year as per terms and conditions mentioned in the RFP and this Agreement and whereas the SECOND PART has deposited a sum of Rs./- as a Performance Security Deposit as per Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013.
- d) The SECOND PART has agreed to provide services as per terms and condition of the RFP, including the terms of this Agreement, and subsequent corrigendum would be treated as a part of this Agreement.
- e) The terms and conditions laid down in the NIT/RFP documents, work order of contract; Bid Submission Sheet and the Price Schedule submitted by the bidder; and all other relevant documents attached with NIT/RFP shall be deemed to form and be read and constructed as part of this Agreement.
- f) In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, agree as follows:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

In this Agreement unless the context otherwise requires:

- "Agreement" means this Agreement, the Schedules attached hereto and the agreed terms as set out in the RFP including any amendments and modifications to the above from time to time.
- "Confidential Information" means any information disclosed to or by any Party to this Agreement and includes any information in relation to the Parties, including any such information that may come to the knowledge of the Parties hereto by virtue of this Agreement that is :
 - by its nature confidential or by the circumstances in which it is disclosed confidential; or
 - designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;But does not include information which is or becomes public knowledge other than by a breach of this Agreement;
- "Document" means any embodiment in any text or image however recorded and includes any data, text, images, sound, voice, codes or/and databases or microfilm or computer generated micro fiche'
- "Contract period" shall refer to one year from the date on which the work order is issued.
- "Services" means all such services that are set out in the Scope of work as per RFP and includes any amendment, modification, clarification and addition to such Scope of work, as the RSRTC may deem fit and mutually decide upon by both the parties during the Term of this Agreement in order to enable the performance of the System, as set out in this Agreement;
- Bidding Authority refers to Executive Director (Traffic), RSRTC, Jaipur.

INTERPRETATION:

- In this Agreement unless a contrary intention is evident
- The clause headings are for purposes of convenience of reference only and do not form part of this Agreement
- unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses
- Unless otherwise specified a reference to a clause, sub-clause or Schedule is a reference to a clause, sub-clause or Schedule of this Agreement including any amendments or modifications to the same from time to time.
- A word in the singular includes the plural and a word in the plural includes the singular.
- A word importing a gender includes any other gender,
- A reference to a person includes a partnership and a body corporate;

- A reference to legislation includes legislation repealing, replacing or amending that legislation;
- Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- In the event of an inconsistency between the terms of this Agreement and the RFP, the terms hereof shall prevail.

IN WITNESS WHERE OF the Parties
here to have hereunto set their hands
and seal the day and year first above
written.

Executive Director (Traffic),
Rajasthan State Road Transport
Corporation, Head Office, Jaipur

Witnesses :

Authorized Signatory,
SECOND PART
ADDRESS

Witnesses :

Rajasthan State Road Transport Corporation

IT Cell, Head Office Jaipur

F3/HO/ST/IT/51/2020/

Date /07/2020

TECHNICAL BID

(NIT No.01/2020-21)

1. Name of the company.....

2. Name of the authorized person (who signs on the tender document)

.....

3. Address of the Company.

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4. E-mail D:.

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5. PhoneNo.....FaxNo & Mob No.....

Eligibility Criteria for Selection:

SNo	Particulars	Requirement
1	Tender documents duly completed and signed with all the terms and conditions.	Seal and Signed of RFP
2	Photocopy of document showing ISP License Proof Required No. (With date) along with a copy of the License Agreement for the provision of Internet Service issued by Department of Telecommunication (DOT) to be enclosed .	Proof Required
3	Bid/Performance Security deposit of Rs.4,000/-(in the form of DD)	Amount / DD No. / Date
4	Copy of GST Registration Certificate number of the firm.	Proof Required

5	Copy of the PAN no. of the firm	Proof Required
6	Name of the Department/Institution where Proof Required such projects have already been implemented. Certificates from earlier clients for successful implementation of Leased lines internet access.	Proof Required
7	Two references for providing Internet connectivity (Internet Lease Line) of 10Mbps or more to Govt/PSUs for at least 1 year have to be provided.	Proof Required
8	Address, Contact Person, Phone, Tele Fax/ E-mail of Offices with residential contact information during holidays.	

Signature and Seal of the
Authorized person of the firm

Rajasthan State Road Transport Corporation

IT Cell, Head Office Jaipur

F3/HO/ST/IT/51/2020/

Date /07/2020

Price Schedule for Financial Bid (NIT No.01/2020-21)

S.No	Item Description	Basic Price (in Rs.)	GST as applicable	Total Charges with GST (in Rs.)
1	One time installation and configuration charges			
2	Quarterly Rental Charges for lease lines			
3	Any other charges (To be specified)			

Signature and Seal of the

Authorized person of the firm