OPEN TENDER (SINGLE PACKET SYSTEM) FOR INSTALLATION, TESTING, COMMISSIONING AND ITS 24 hrs x 7 days x 365 days MAINTENANCE FOR TWO YEARS OF IP MPLS VPN CONNECTIVITY/LINK OF TWO (2) MBPS SPEED FOR EDI CUSTOMS AT CFS-DRT, DRONAGIRI TERMINAL OF CONCOR, WESTERN REGION

Tender No. CON/WR/MIS/EDI-DRT/2019/01

CONTAINER CORPORATION OF INDIA LTD. (A GOVT. OF INDIA UNDERTAKING)

Regional Office
5th Floor, New administrative Building, Central Railway, D.N. Road, Mumbai – 400001.

Tel.: 022-22622053,54,22623725, Fax:022-22624497
To,
M/s _____________________

SEALED OPEN TENDER (SINGLE POCKET SYSTEM) FOR INSTALLATION TESTING, COMMISSIONING AND ITS 24 hrs x 7 days x 365 days MAINTENANCE FOR TWO YEARS OF IP MPLS VPN CONNECTIVITY/LINK OF TWO (2) MBPS SPEED FOR EDI CUSTOMS AT CFS-DRT, DRONAGIRI TERMINAL OF CONCOR, WESTERN REGION

SCOPE OF THE WORK:

Container Corporation of India Ltd. invites sealed open tender for installation, testing, commissioning and its 24x7 maintenance for one year of IP MPLS VPN link of 2 Mbps for CFS DRT Terminal, Western Region, in accordance with broad scope of work technical specifications and configurations and scope of work given in Annexure-“B” and as per price schedule given in Annexure-“A”.

DETAILS OF THE BID

a) Bid reference number : CON/WR/MIS/EDI-DRT/2019/01

b) Sale period : From 31/07/2019 1100 hrs to 21/08/2019 15:00 hrs

b) Last date and time of submission of bid : 22/08/2019 up to 12:00 hrs

c) Date and time of opening of bid : 22/08/2019 at 12:30 hrs

d) Place of opening of bid & Address for communication : Container Corporation of India Ltd.
5th Floor, Central Railway Bldg.
D.N. Road, Fort, Mumbai – 400 001.
Ph : 022-2262 2053/54

All bids must be delivered/deposited in the tender box kept at the office of the Chief General Manager at Container Corporation of India Limited, 5th Floor, New Administrative Building, Central Railway, D. N. Road, Mumbai – 400 001 up to 12:00 hrs of 22/08/2019 strictly in a sealed cover and will be opened at 12:30 hrs on the same day in the presence of bidders representatives who choose to attend. CONCOR will be not responsible for delay in postage/courier and delayed/incomplete offers will be summarily rejected. The management of Container Corporation of India Ltd reserves the right to accept or reject any or all bids received at their absolute discretion without assigning any reasons whatsoever or any notice.
Documents to be submitted by bidder along with the tender bid:

1. Tender Document cost of **Rs.1,120/-** (Rupees One Thousand One Hundred Twenty Only) (i.e. Rs. 1000/- + 12% GST) by way of pay order / Demand draft in favour of Container Corporation of India Limited of National Bank / Scheduled Bank payable at Mumbai

2. EMD of **Rs.21,100/-** (Rupees Twenty Thousand One Hundred Only) by way of pay order / Demand draft in favour of Container Corporation of India Limited of National Bank / Scheduled Bank payable at Mumbai

3. The bidder should have presence at CBEC’s Data Centres at Delhi & Chennai. Any documentary proof of participant bidder / MPLS service provider has presence at CBEC’s Data Centres at Delhi & Chennai as per Central Board of Indirect Taxes & Customs, **CBEC Partner Connectivity Protocol Solution document version 2.00 of March-2017**.

4. Copy of GST Registration.

5. Tender document copy duly signed and stamped by the bidder on each page as unconditional acceptance of tender, scope of work and terms and conditions.

6. Affidavit as per Annexure-F duly notarized.

**Note:**

a) Tender Document/sets shall be provided free of cost to Micro & Small enterprises (MSE’s) registered with the listed agencies.

b) MSEs registered with the agencies for the item tendered will be exempted from payment of Earnest Money Deposit (EMD).

c) MSEs who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.

   a. District Industries Centers
   b. Khadi and Village Industries Commission
   c. Khadi and Village Industries Board
   d. Coir Board
   e. National Small Industries Corporation
   f. Directorate of Handicraft and Handloom
   g. Any other body specified by Ministry of MSME

d) The MSEs must also indicate the terminal validity date of their registration.

Failing (c) & (d) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12.

**General Terms and Conditions of the tender:**

1. The Bidder should quote for the entire package on a single responsibility basis for the goods and services under the contract. Deviations from the specifications and configuration should be clearly brought out in the tender. Separate sheet may be enclosed (if required).

2. Tender without tender document cost & EMD shall be summarily rejected.

3. EMD for unsuccessful bidders shall be refunded without interest after finalization of tender. EMD of successful bidder shall be retained at part-security deposit.

4. The bidder shall quote the prices of goods and services at site including all duties and all levies etc. but excluding GST. GST shall be paid extra at the prevailing rates.
5. All prices and other information in this regard having a bearing on the price shall be written both in figures and words in the prescribed offer form.

6. In case of discrepancy in rates and amount, the rates will prevail and in case of discrepancy in rates in figures and words, the rates in words will prevail.

7. The bid should be submitted in the prescribed bid form of this document. All column of this bid should be filled. Any additional information should be enclosed separately and referred to in the relevant column of the bid form. All relevant product literature may be enclosed with the bid along with media (if any).

8. Comparison and evaluation shall be done on the basis of total cost i.e. Column no. D of price schedule of tender document Annexure-A.

9. To assist the examination, evaluation and comparison of bids CONCOR may at its discretion, ask the bidder for clarification of its bid including reduction in price. The request for clarification and the response shall be in writing.

10. CONCOR reserve the right to accept or reject any offer partly or fully, without assigning any reason there off, and to amend the terms and conditions before award of the contract.

11. The bidder should quote only for the specifications of EDI-Link mentioned in the price bid. The deviation (if any) from the tender specification should be clearly brought by attaching separate sheet wherever applicable.

12. The bidders who are downloading the tender document from CONCOR website www.concorindia.co.in or www.eprocure.gov.in and willing to participate in this tender must comply with terms & conditions mentioned in the tender document and any changes/modifications made in the tender document will liable for rejection. The tenderer may down load the tender document from the website and the same may be submitted along with the cost of tender document Rs. 1,120/- (i.e. Rs. 1000/- + 12% GST) by way of Pay Order/Demand draft in favour of Container Corporation of India Ltd, payable at Mumbai along with Earnest Money Deposit (EMD) as specified under the tender, together with necessary documents as mentioned in the tender. In case of non-submission of cost of tender document, EMD and requisite documents, the tender will be liable to be rejected. The tenderer has to indemnify CONCOR for any losses accrued due to alteration/modification made in the tender terms & conditions. If any stage changes/modifications are noticed in the tender document, the tenderer will abide by the original terms & conditions of the tender failing which CONCOR reserves the right to reject the tender and/or terminate the contract. The tender document, comprising all the chapters/pages along with Schedule of rates and Annexure should be duly signed and embossed with official seal by the tenderer or any such person as is legally authorized to sign on behalf of the tenderer.

13. Corrigendum/addendum if any related to this tender will be hosted on websites only i.e www.concorindia.co.in or www.eprocure.gov.in before the last date of submission of tender. No newspaper advertisement shall be published for Corrigendum/addendum if any, hence the bidders are requested to visit the websites regularly.

14. The sealed envelopes containing the Tender Bids are to be opened at 12.30 Hrs on 22.08.2019 at the office of the Chief General Manager, Container Corporation of India Ltd., CONTAINER CORPORATION OF INDIA LTD. 5th Floor, New Administrative Building, Central Railway, D.N.Road-FORT-Mumbai-400001.

15. Tenderer has to note that in the case of any discrepancy or difference between the figures and words mentioned in the tender document, the rates mentioned in words shall be treated as the correct rate.

16. Delayed Tender: Any Tender received before the time of opening but after the due date and time of submission of tenders. Late Tender:- Tender received after the specified time of opening of tender. Post tender: Tender received after specified date and time of opening.
17. **Delayed Tender/Late Tender/Post Tender shall not be opened and it will be summarily rejected.**

18. **CONCOR reserves the right to:**
   a. Accept to or reject any or all the tender documents in part or in full without assigning any reasons.
   b. Accept or reject any or all the tender documents in part or full irrespective of their being the higher rate without assigning any reasons.
   c. To extend the date of submission of the tender.
   d. Relax the tender conditions at any stage if considered necessary for the purpose of finalizing the contract in the overall interest of CONCOR.
   e. Re-tender or negotiate with the any tenders as regards the rates, terms and conditions of the tender.
   f. Disqualify the tenderers blacklisted by State/Central Govt. undertakings/Public Sector Units or whose contracts have been terminated on account of poor performance.

19. **PAYMENT TERMS**: Payment shall be made from the office of Chief General Manager, Regional Office, 5th Floor, New Administrative Bldg, Central Railway, Mumbai -400 001.
   i. **Payment terms**:- One-time payment shall be paid in first quarterly bill after satisfactory completion of 1st quarter from the date of commissioning and acceptance of link by CONCOR. Payment of recurring charges shall be made quarterly basis on completion of each quarter. The GST compliant invoice to be submitted separately to the Chief Manager, CFS DRT where connectivity is established for processing the payment.
   ii. Payment shall be made within around 15 days of submitting the claim, along with GST invoice and supporting, complete in all respects on satisfactory performance duly certified by the concerned Chief Manager, CFS DRT.
   iii. All payments shall be guided by the Service Level Agreement (SLA) and subject to submission of performance security deposit.

**SERVICE LEVEL AGREEMENT (SLA):**

**Applicability**

The successful bidder will have to enter into SLA with CONCOR adhering to following parameters and any other parameter mutually agreed by both the parties’ bidder & corporation on Non-Judicial Stamp paper of requisite value (The format of SLA is as per Annexure-“C”). The SLA would be applicable during the hiring/contract period of the connectivity, starting from the date of commissioning of the entire MPLS connectivity upto the satisfaction of Chief Manager, CFS-DRT, CONCOR. The commissioning certificate shall be issued by the Chief Manager, CFS-DRT.

The bidder must adhere to the following parameters to sign service level agreement:

1) Operation of Network
2) Uptime % on Monthly basis
3) Average Time to Repair Link Failures Packet loss on each link Average Maintenance Outage per month < 3 hours (MTTR until CPE)
4) Packet loss on each node < 1%
5) Average Maintenance Outage per month - One hour
6) Link Fail over/redundancy occurs - within 60 sec.
7) Calculation of Service Level Agreement

I. Link uptime: the **guarantee Uptime of 99.5%** will be calculated separately on monthly basis.

II. In case uptime falls below the guaranteed level, CONCOR will impose a Down time Liquidity Damages (LD) of **Two Percent (2) %** of the monthly amount for each decimal percent below the guaranteed level subject to maximum 10%. Further, if uptime during any month is less than **99.5%**, CONCOR reserve rights to impose additional penalty @ **Rs.1000/-** (Rupees One Thousand Only) per day of downtime on account of bidder apart from other remediates/recoveries deemed fit by Terminal Manger, DRT.

III. In case of link failure at any IDC nodes, CFS DRT connected to the cloud will be treated as down-time and Liquidity Damages (LD) as defined above, will be applicable till last mile connectivity is restored.

IV. Down time due to the following situations will **not** be considered for the purpose of penalty calculation for downtime:
   a). Link down due to power failure and CPE (Customer Premises Equipments) switch off at the respective location.
   b). Scheduled maintenance by the vendor, with prior intimation and approval of Chief Manager, CFS DRT or from the Office of the Commissioner of Customs (EDI), JNCH, Nhava Sheva (at least 24 hours in advance).

The detailed format of SLA is given as per Annexure “C”

20. Price to be quoted in the same tender document on price schedule given at Annexure-A. Tender not sealed properly will summarily be rejected. All pages of this tender document should be signed by the tenderer and submitted to CONCOR with bid.
21. Performance Security Deposit (PSD) shall be 10% of Annual Recurring Charges (Column-B) of price bid by way of Demand Draft / Pay order in favour of “Container Corporation of India Ltd” or Bank Guranty of Nationalised bank payable at Mumbai valid till contract period plus 4 months. Bank Gurantee format is Annexure-E. The performance security to be submitted within 10 days from the date of issue of Purchase Order / Letter of Intent (LOI). In case of failure to submit the PSD or delay in installation & commissioning of link from vendor, CONCOR may forfeited the EMD of tenderer.
22. Sealed Envelope shall be superscribed as “**SEALED TENDER FOR EDI MPLS LINK at CFS/DRT FOR CUSTOMS**”.
23. **Delivery, Installation, testing and commissioning period & contract period:**
   Maximum Two (02) weeks from the date of purchase order / Letter of Intent. The installation & commissioning report should be signed by the firm engineer jointly with CONCOR staff. Firm may survey all the sites for installation & commissioning
of EDI-Link within a week from the date of purchase order and get it ready before installation. Necessary electrical accessories/installation required for commissioning of system will be done by CONCOR on specific advice of vendor. Contract shall be for the period of two years with obligatory period four months.

24. CONCOR reserve the rights to vary quantity within validity of contract.
25. Price bid must be filled in Annexure –A only.
26. Bid validity will be 120 days.

27. Detailed office (site) address and contact details :-

<table>
<thead>
<tr>
<th>The</th>
<th>Location</th>
</tr>
</thead>
</table>
| 1   | Container Corporation of India Ltd, CFS-DRT (Dronagiri Rail Terminal)  
Plot No. 33,34,35, Pagote Village, Dronagiri Node,  
Sector-2, Navi Mumbai – 400 707.  
Ph : 022-2724 3271,72 Fax : 022-2724 3279  
Contact person : Mr. Mayank Mathur, Chief Manager, Mob:09618404003 |
| 2   | TCL Data Center, Delhi –  
Tata Communications Ltd, TCIL Complex, Opp. Savitri Flyover, Greater Kailash-1, New Delhi – 110048, India  
(CBEC / Customs Data Center) |
| 3   | TCL Data Center, Chennai –  
Tata Communications Ltd, VSB No. 4, Swami Sivananda Salai, Chennai – 600002  
(CBEC / Customs Data Center, DR site) |

For & behalf of CONTAINER CORPORATION OF INDIA LTD.

CHIEF GENERAL MANAGER  
WESTERN REGION
<table>
<thead>
<tr>
<th>Sr N0.</th>
<th>Description</th>
<th>Amount in Rs. (excluding GST) in figure</th>
<th>Amount in Rs. (excluding GST) in Words</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>One time charges, includes charges for router, any terminating equipment, rack, Pole for RF connectivity, redundant last mile, cross connect charges etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td><strong>Annual Recurring Charges (ARC) amount in Rupees for all 3 sites</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>2 mbps</strong> at CFS – DRT (Dronagiri Rail Terminal), Dronagiri, Navi Mumbai – 400 707, India</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>2 mbps</strong> at IDC Delhi, TCL Data Center – Tata Communications Ltd, TCIL Complex, Opp. Savitri Flyover, Greater Kailash-1, New Delhi – 110048, India</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>2 mbps</strong> at IDC Chennai Tata Communications Ltd, VSB No. 4, Swami Sivananda Salai, Chennai – 600002, India</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Recurring Charges amount for two (2) years (i.e. Column no. B x 2)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| D     | **Grand Total Amount**  
(A+C) | | |

**Note:** price should be quoted and shall cover all charges including charges of router or any terminating equipment, redundant last mile charges, router management charges, port access charges, cross connect charges for other service provider and any other charges as per the technical requirements of all the three sites. Price should be exclusive of GST. GST shall be paid extra as per prevailing rates.
ANNEXURE-B

SCOPE OF WORK & TERMS AND CONDITIONS

1) SCOPE/DESCRIPTION OF WORK:

Bidders are required to set up IP MPLS L3 VPN network localized at Container Corporation of India Ltd, CFS DRT located at Plot no. 33,34,35, Pagote Village, Sector-2, Dronagiri, Navi Mumbai- 400707 to provide connectivity to IDC Delhi and Chennai through the MPLS network cloud at desired speed. Detailed description/scope and technical requirements are as follows:

A. Committed connectivity to nodes on end to end basis listed below in Table-A through MPLS cloud.

B. Supply, installation, integration with corporation’s network, maintenance of network and all the equipment including CPE equipment at all three locations i.e. at IDC Delhi, IDC Chennai & CFS, DRT (Dronagiri), Navi Mumbai.

C. All Customer end routers located at CFS DRT as well as IDC Delhi & Chennai end to be provided and managed by bidder.

The locations and address is shown in following table:

<table>
<thead>
<tr>
<th>SN</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>CFS-DRT (Dronagiri Rail Terminal)</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Address:</strong> Plot No. 33,34,35, Pagote Village, Dronagiri Node, Sector-2, Navi Mumbai - 400707, India</td>
</tr>
<tr>
<td></td>
<td>Ph : 022-2724 3271,72 Fax : 022-2724 3279</td>
</tr>
<tr>
<td>2</td>
<td><strong>TCL Data Center, Delhi</strong> – Tata Communications Ltd, TCIL Complex, Opp. Savitri Flyover, Greater Kailash-1, New Delhi – 110048, India</td>
</tr>
<tr>
<td>3</td>
<td><strong>TCL Data Center, Chennai</strong> – Tata Communications Ltd, VSB No. 4, Swami Sivananda Salai, Chennai – 600002</td>
</tr>
</tbody>
</table>

D. The responsibility of obtaining necessary permission and cost for co-location, at IDC Delhi & Chennai will be done by the bidder.

E. Obtaining IP block for EDI link from CBEC/Director General of Systems & Data management, New Delhi & Chennai will be the responsibility of bidder. If any letters, or any other communication required as a custodian will be provided by CONCOR, if required.

F. All the routers and other equipment (if any required to commission the link) will be provided by bidder as per the technical requirement of sites, to be managed & maintained by bidder only. No extra charges/payment shall be made for routers/equipment installed by bidder at sites.

G. Adherence of Service Level Agreement (SLA agreement format is as per Annexure “C”)
H. Bidders should ensure MPLS connectivity from one node to other nodes.

I. Ensuring connectivity across all locations

J. Management of End to End Connectivity at all the locations

K. The bidder shall terminate & commission the connectivity at the respective premises as indicated below in table-I as per the technical requirement.

L. Bidder shall be responsible for supply, installation, commissioning and maintenance of all the equipment/components between the termination points & between the premises as listed in Table-A.

<table>
<thead>
<tr>
<th>SN</th>
<th>Location</th>
<th>Type</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2 MBPS at CFS-DRT (Dronagiri Rail Terminal) Plot No. 33,34,35, Pagote Village, Dronagiri Node, Sector-2, Navi Mumbai-400707 Ph : 022-2724</td>
<td>CFS</td>
<td>2 Mbps (Router and all other terminating equipment to be provided by the bidder as per technical requirement of site)</td>
</tr>
<tr>
<td>2</td>
<td>2mbps at IDC Delhi Add: Tata Communications Ltd, TCIL Complex, Opp. Savitri Flyover, Greater Kailash-1, New Delhi –</td>
<td>IDC</td>
<td>2 Mbps (Router and all other terminating equipment to be provided by the bidder as per technical requirement of site)</td>
</tr>
<tr>
<td>3</td>
<td>2mbps at IDC Chennai, Tata Communications Ltd, VSB No. 4, Swami Sivananda Salai, Chennai – 600002</td>
<td>IDC</td>
<td>2 Mbps (Router and all other terminating equipment to be provided by the bidder as per technical requirement of site)</td>
</tr>
</tbody>
</table>

M. Bidders’s obligations:

1..1. The bidder shall ensure the maintenance of the connectivity during the contract period and should ensure data security as per requirements of CONCOR & Customs / CBIC from time to time.

1..2. Should have 24x7 facilities to raise trouble tickets and customer support.

1..3. Escalation matrix along with contact details to be provided along with tender.

1..4. Should intimate CONCOR about planned events and service outages through alerts well in advance at least 24 hrs before events.

1..5. Should provide online performance monitoring reporting to CONCOR indicating bandwidth utilization, network latency, packet loss, jitter, link availability parameters as per SLA (Service Level Agreement).

1..6. Local lead/last mile connectivity shall be the responsibility of the bidder and should ensure proper installation of connectivity at premises listed above in Table-A without causing any disfigurement at the location. If any disfigurement is caused then the cost of the same will be recovered from bidder.

1..7. The link commissioned shall be under testing for period of one week and acceptance of system shall be given only after satisfactory working of system for
07 days.

1..8. The licensing and installation requirement for any end equipment to be installed at CONCOR’s premises as listed above in Table-A are required to provide this connectivity shall be the responsibility of the bidder.

O. CONCOR's responsibilities:

1..8. Shall provide necessary work permits/permissions to carry out the job wherever required.
1..9. Shall provide 230 V AC, 50 Hz, 5 A power supply (UPS output) at the router location at CFS end only
1..10. Shall provide the contact details of persons responsible for monitoring the connectivity.

P. Broad Technical Specifications:

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Parameter</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>IP MPLS VPN node bandwidth</td>
<td>2 mbps at CFS-DRT (Dronagiri Rail Terminal)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 mbps at IDC Delhi</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 mbps at IDC Chennai</td>
</tr>
<tr>
<td>2</td>
<td>Committed Data Rate</td>
<td>100 %</td>
</tr>
<tr>
<td>3</td>
<td>Configuration</td>
<td>Should provide any to any connectivity</td>
</tr>
<tr>
<td>4</td>
<td>Services</td>
<td>Should support ERP type application i.e. ICEGATE 1.5</td>
</tr>
<tr>
<td>5</td>
<td>Last Mile</td>
<td>Last mile (local loop) will be on fiber/Copper/RF and redundancy will be on RF/Copper</td>
</tr>
</tbody>
</table>

To set up IP MPLS L3 VPN network localized at each premises as listed above in Table -A to provide connectivity for ICEGATE 1.5 to the existing as well as new locations in the Dronagiri area of the Node through the IP MPLS L3 VPN network as per scope of work at desired speed.

The system is intended to achieve the following goals: Provide IP MPLS based last mile solution for CONCOR CFS DRT to reach out to its customs Server Co-located at IDC Delhi and IDC Chennai. Customs / CBEC users at CFS/DRT shall be able to use their ICEGATE 1.5 application at the desired speed on this MPLS VPN link. To provide primarily Data services both IPv4 as well as IPv6 (if required in future).
SERVICE LEVEL AGREEMENT (SLA)

This Agreement is entered by The Chief General Manager, Container Corporation of India Ltd, 5th Floor, New Administrative Building, Central Railway, D.N. Road, Mumbai – 400 001, India and

M/s

_______________________________ on day of __________ 2019.

Container Corporation of India Ltd is engaged in Logistics Service Provider and requires IP MPLS L3 VPN connectivity at following locations for usage of ICES 1.5 system of CBEC by Customs:

1. Container Corporation of India Ltd, CFS DRT, Plot No. 33,34,35, Pagote Village, Dronagiri Node, Sector-2, Navi Mumbai - 400707, India

2. TCL Data Center (CBSE Site) – Tata Communications Ltd, TCIL Complex, Opp. Savitri Flyover, Greater Kailash-1, New Delhi – 110048, India

3. TCL Data Center (CBSE Site) – Tata Communications Ltd, VSB No. 4, Swami Sivananda Salai, Chennai - 600002

M/s _________________________________ hereafter referred to as “Service Provider” is engaged in service of MPLS connectivity / distributing the Bandwidth from its own gateway located at ___________________________. Service Provider is providing the connectivity to CFS DRT location. WHEREAS Service Provider has tendered for PROVISIONING OF BANDWIDTH, SETTING-UP OF IP MPLS L3 VPN CONNECTIVITY AND ROUTER MANAGEMENT (hereinafter called the connectivity) to the Chief Manager, CONCOR, CFS DRT, Navi Mumbai (hereinafter called The CONCOR) as per the terms and
Whereas such tender has been accepted and Service Provider has deposited with the CONCOR a SECURITY DEPOSIT in form of a Bank Guarantee which is 10% (Rs. ________________________) of ARC of all locations for fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

Service Provider has accepted the contract on the terms and conditions set out in the tender notice no: ___________________________ dated

_________________________ & CONCOR’s Work order no. ___________________________ Date: ___________________________ which shall hold good during period of this agreement.

Upon breach by Service Provider of any of the conditions of the agreement, the CONCOR may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the CONCOR to claim damages for antecedent breaches thereof on the part of Service Provider and also to reasonable compensation for the loss occasioned by the failure of Service Provider to fulfill the agreement as certified in writing by the CONCOR which certificate shall be conclusive evidence of the amount of such compensation payable by Service Provider to the CONCOR.

Upon the determination of this agreement whether by efflux ion of time or otherwise the said deposit shall after the expiration of three months from the date of such determination be returned to the contractor but without interest and after deducting there from any sum due by Service Provider to the Government under the terms and conditions of this agreement.
This agreement shall remain in force until the expiry of **24 months** from the date of commissioning and acceptance of entire connectivity or the date up to which contract is extended but CONCOR may cancel the contract at any time upon giving one months notice in writing without compensating Service Provider. The connectivity shall be in hiring for one year from the date of commissioning of entire connectivity further extendable to another one year on same rates, terms and conditions, subject to satisfactory performance.

The connectivity has been commissioned w.e.f ____________ (Date).

The CONCOR may give notices in connection with the contract.

In consideration of the payments to be made by the CONCOR to Service Provider hereby covenants with the CONCOR to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

The CONCOR hereby covenants to pay Service Provider in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

If subject to circumstances beyond control (Force Majeure) Service Provider fails to deliver the services in accordance with the conditions mentioned in the tender, the CONCOR shall be entitled to render services from other vendor after giving due notice to the Bidder on the amount and **at the risk of the Bidder** without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

**Applicability**: The SLA would be applicable during the contract/hiring period of the connectivity, starting from the date of commissioning of the entire IP MPLS L3 VPN connectivity and in extension period as well if any. The commissioning certificate shall be issued by the Chief Manager, CFS DRT.
Bandwidth
The CONCOR, DRT requires consistent bandwidth (minimum 2 MBPS) for its operation. The Bandwidth requirement of locations will be as follows:

- 2 mbps at Container Corporation of India Ltd, Plot No. 33,34,35, Pagote Village, Dronagiri Node, Sector-2, Navi Mumbai - 400707, India
- 2 mbps at TCL Data Center – Tata Communications Ltd, TCIL Complex, Opp. Savitri Flyover, Greater Kailash-1, New Delhi – 110048, India.
- 2 mbps at TCL Data Center – Tata Communications Ltd, VSB No. 4, Swami Sivananda Salai, Chennai – 600002.

Throughput
Service Provider has to provide Constant and reliable connectivity @ 99.5% throughput (Committed Information Rate) to CONCOR.

Infrastructure Set-up
Service Provider will solely be responsible for complete set-up up-to customer end for last mile connectivity. CONCOR,CFS DRT will be connected through OFC/Copper/RF and redundant connectivity through RF backhaul or mesh. Termination of the link will be Ethernet RJ-45. In case of failure of primary OFC/Copper/RF last mile link to CONCOR, the circuit will automatically switch over in less than 90 seconds to the redundant RF backhaul or mesh using OSPF technology. CONCOR will not pay no additional charges for installation and commissioning, maintenance other than quoted in the tender.

Packet Delivery
Service Provider's Packet Delivery Guarantee declares that less than 1% of packets originating from CONCOR, DRT will suffer loss or timeout till CBEC
Data centers at Delhi and Chennai. If Service Provider fails to meet this Guarantee during any given contract period on monthly basis, CONCOR's account will be credited in billing cycle for the quarter. Measurement of packet delivery will be based on Cisco ICMP pings from CFS CONCOR DRT to routers co-located at TCL IDC at Delhi and Chennai and will have to be manually monitored by CONCOR personnel.

**Network Availability**

Service Provider's Network Availability Guarantee declares that the Network will be available **99.5%** of the time. If Service Provider fails to meet this Guarantee during any given contract period on quarterly basis, CONCOR's account will be credited in the billing cycle for the quarter as “Penalty”. At CONCOR's request, Service Provider will calculate the *Network Unavailability* in a calendar quarter. "Network Unavailability" consists of the number of minutes that the Service Provider’s Network was not available to CONCOR DRT. This will not include unavailability continuing for less than 5 minutes. CONCOR, DRT has to send an e-mail regarding unavailability of network which will be accumulated for the quarter and credit (Penalty) for the same will be given in the same billing cycle. Credit (Penalty) amount will be calculated as **Two Percent (2%)** of the quarterly amount for each decimal point below the guaranteed level throughput subject to maximum 10% of payable amount. Further, in case of link failure at any IDC node, CFS node connected to the cloud will be treated as down and credit calculated accordingly. “Network Unavailability” does not consider:

1. Fault in CONCOR's applications, equipment, or facilities;
2. Acts or omissions of CONCOR, or any use or user of the service authorized by CONCOR; or Reasons of Force Majeure, other incidents of disaster, arson, and government authorities, etc.;
3. Faults reported by the CONCOR but no fault found or confirmed by Service Provider;
4. Periods where Service Provider could not gain access to customer premises for purpose of fault rectification;
5. Periods taken by customer to confirm the service conditions after fault clearance by Service Provider;

6. Scheduled maintenance outage per quarter not lasting more than 3 hours;

Further, if uptime during any month is less than **99.5%**, CONCOR reserve rights to impose additional penalty @ **Rs.1000/-** (Rupees One Thousand Only) per day of downtime on account of bidder apart from other remediates/recoveries deemed fit by Terminal Manger, DRT.

**Fault Booking**

Service Provider shall provide 24 x7 fault booking facility and generation of fault tickets. Service Provider shall make best efforts for rectifying the fault and shall interact with the CONCORs network management / IT / MIS team for fault rectification. Service Provider shall provide the escalation matrix for fault resolution up to level of their CEO/MD.

**Customer Care**

Service Provider provides **two** types of reporting guarantees in customer Care front, a Network downtime information Guarantee and a Scheduled Maintenance Notification Guarantee. Service Provider’s Network downtime information Guarantee provides Customer notification **within 15 minutes** after it is determined that service is unavailable. The Customer's point of contact will be notified by telephone, e-mail, fax, or SMS by Service Provider. Scheduled Maintenance Notification Guarantee shall include any maintenance at the bandwidth source to Service Provider and at Last mile connectivity end, which Customer is notified 24 hours in advance. Notice of Scheduled Maintenance will be provided to Customers' designated point of contact by telephone, e-mail, fax, or SMS by Service Provider. This Customer Reporting Guarantee is only available for service provided entirely where Service Provider has given Connectivity. Customer is solely responsible for providing Service Provider accurate and current contact information for their designated points of contact. Service Provider will be relieved of its obligations under this Customer Reporting Guarantee if the contact information provided by Customer is inaccurate or omitted, or if Service Provider's failure is due to reasons of Force Majeure.
**Indemnity**
Under no circumstances shall Service Provider, its affiliates, contractors or partners be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from CONCOR’s use or inability to use the service or to access the network or any part thereof, or CONCOR’s reliance on or the use of information, services or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or failure of performance.

**Graphing, Monitoring and Reporting:**
Service Provider shall monitor the connectivity status on 24x7 basis and shall submit following quarterly reports to respective CONCOR personnel or Chief Manager.

Node/Link availability during the month.

Details of down time events, packet loss and link error information

**Performance Criteria, Support and Penalty**
Service Provider has to provide the consistent performance and reliable operation with **99.5% throughput of the agreed bandwidth.** Service Provider has to provide technical helpdesk. Any complaint regarding the link will be responded by Service Provider. Service Provider has to provide complete contact person details related to support & complaints at their end to CONCOR. The complete maintenance and installation should be done by Service Provider.

Any maintenance at CONCOR, DRT site on Radio Frequency/Ethernet equipment is to be carried out by Service Provider’s authorized engineer only and all the required tools and tackles are to be arranged by Service Provider. Any failure in Functioning of all the equipment installed by Service Provider at any CONCOR premises i.e. CFS-DRT at any given time is the sole responsibility of Service Provider for replacement / repairs of the equipment at their own cost without any loss of time and CONCOR does not have any liability in this regard.
Any planned or periodical Maintenance at Service Provider’s Gateway/node side has to be informed to CONCOR and planned in such way that one link will always be up 24x7 (24 hours x 7 days x 365 days).

For
Service Provider

For
Container Corporation of India Ltd

Authoried Signatory
Date:  Date:

________________________  ________________________

(Signature & seal of Tenderer)  Page 19 of 24
### Information to be submitted by the MSE bidder

<table>
<thead>
<tr>
<th>S.no.</th>
<th>Name and address of vendor</th>
<th>Category (Micro Enterprises/ Small Enterprises) or Others</th>
<th>Whether MSEs enterprise owned by SC/ST/Others</th>
<th>MSEs Registered with which agency as detailed below *</th>
<th>In case of MSE, Proof of registration submitted or not submitted</th>
<th>Date of validity of the registration</th>
</tr>
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<tbody>
<tr>
<td></td>
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<td>‘a’</td>
<td>‘b’</td>
<td>‘c’</td>
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*Note: In case of category mentioned above at ‘a’ is Micro Enterprises/ Small Enterprises then only information mentioned above at ‘b’, ‘c’, ‘d’ and ‘e’ are required to be mentioned.*

* MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below:

(i) District Industries Centres  
(ii) Khadi and Village Industries Commission  
(iii) Khadi and Village Industries Board  
(iv) Coir Board  
(v) National Small Industries Corporation  
(vi) Directorate of Handicraft and Handloom  
(vii) Any other body specified by Ministry of MSME
BANK GUARANTEE BOND FOR PERFORMANCE SECURITY

1. In consideration of Container Corporation of India Ltd. (hereinafter referred to as CONCOR) with registered office at C-3, Mathura Road, Opp. Apollo Hospital, New Delhi- 110076 having agreed to permit M/s. ………………………………………………………. (Hereinafter called the said contractor) to undertake provide MPLS link for EDI connectivity for Customs at CONCOR CFS DRT, Navi Mumbai, Western terminals in Maharashtra on the terms and conditions of the agreement dated ………….. made between ……………………………………..and……………………………….. on production of a Bank Guarantee for ₹………….. (`……………………………………………………………………………………only),
we………………………………….. ……………….……… Bank, (hereinafter referred to as the Bank) do hereby undertake (and promise) to pay to Container Corporation of India Ltd. an amount not exceeding ₹…………. against the performance of the systems supplied and installed at Container Corporation of India Ltd., Regional Office at 5th Floor, New Administrative Building, D.N. Road, Fort, Mumbai in contravention of the terms and conditions contained in the said agreement.

2. We …………………………………………………………, Bank, do hereby agree to be the primary obligator and undertake and promise to pay the amounts due or payable under this guarantee without any demur, merely on a demand from the Container Corporation of India Ltd., stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Container Corporation of India Ltd. by reason of any failure of the computer system. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under guarantee shall be restricted to an amount not exceeding ₹ …………………..

3. We………………………………………………….. Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Container Corporation of India Ltd. under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before ---- months after the date of Work order we shall be discharged from all liability under this guarantee thereafter.

   (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Container Corporation of India Ltd. or until the date of the expiry of the contract (whichever is earlier) and no claim shall be valid under this guarantee unless noticed in writing thereof is given by the Container Corporation of India Ltd. within 3 months from the date of aforesaid.

   (b) Provided that we…………………………………………….. bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 3 (three) months before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we…………………………………………….. Bank shall pay the Container
Corporation of India Ltd. the full amount of the guarantee on demand and without demur.

4. We................................................................. Bank, further agree with the Container Corporation of India Ltd. that the Container Corporation of India Ltd. shall have the fullest liberty without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Container Corporation of India Ltd. against the said contract and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contract or for any bearance, Act or commission on the part of the Container Corporation of India Ltd., or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.

5. This guarantee will not be revoked by any change in the constitution of the Bank and or of the surety.

6. We................................................................. Bank lastly undertakes not to revoke this guarantee during this currency except with the previous consent of the Container Corporation of India Ltd. in writing.

Date: _______________________________ Officer’s signature with Bank
Seal

SIGNATURE OF THE TENDERER .........................
AFFIDAVIT

(FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONGWITH THE TENDER DOCUMENTS)

(To be executed in presence of Public Notary on non-judicial stamp paper of the value of Rs. 100/- . The stamp paper has to be in the name of the tenderer)

I ____________ (Name and designation)____________ appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s _________________ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _________________ as per the Tender No._______________ of CONCOR, do hereby solemnly affirm and State on behalf of the tenderer including its constituents as under:

1. I/ We the tenderer(s), am/ are signing this document after carefully reading the contents.

2. I/ We the tenderer(s) also accept all the conditions of the tender document and have signed all the pages in confirmation thereof.

3. I/ We hereby declare that I/We have downloaded the tender documents from CONCOR tender portal www.tenderwizard.com/CCIL and printed the same. I/We have verified the content of the printed document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage (i.e. evaluation of tenders & execution of work), the decision of CONCOR with regard to such discrepancies shall be final and binding upon me/us.

4. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.

6. I/We understand that if the certificates regarding eligibility criteria, submitted by us are found to be forged/ false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides suspending of business for minimum one year. Further, I/We ________ [insert name of the tenderer] ____________ and all my/our constituents understand that my/our offer shall be summarily rejected.

7. I/ We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time, after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD and Performance Guarantee besides any other action provided in the contract.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER
VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/ our above affidavit are true and correct. Nothing has been concealed and no part of it is false. DEPONENT SEAL AND SIGNATURE OF THE TENDERER

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Place: ...............................  

Dated: ...............................  

Details as appropriate are to be filled in suitably by tenderer

Attestation before Magistrate / Notary Public.

(Signature & seal of Tenderer)