



REQUEST FOR PROPOSAL

**Supply, Installation, Commissioning and Maintenance of
Internet leased line connectivity at MSPH&WC Ltd.**

**For: Maharashtra State Police Housing & Welfare Corporation Ltd.
(MSPH&WC Ltd.)**

Date: 09-05-2018

Maharashtra State Police Housing & Welfare Corporation Limited

**Plot no. 89-89A, Sir Pochkhanwala Road,
Near Police Officers' Mess,
Worli, Mumbai- 400030**

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Glossary

Terms	Definitions
MSPH&WC Ltd.	Maharashtra State Police Housing and Welfare Corporation Ltd
IT	Information Technology
RFP	Request for Proposal
SLA	Service Level Agreement
PBG	Performance Bank Guarantee
GoM	Government of Maharashtra
GCC	General Condition of Contract
BoM	Bill of Material
SA	Software Assurance
POP	Point of Presence
UASL	United Access Service License
NLD	National Long Distance
DOT	Department of Telecommunication

Section: 1

Invitation for Proposal

1 Invitation for Proposal

Supply, Installation, Commissioning and Maintenance of Internet leased line connectivity at MSPH&WC Ltd. for five years. The RFP document is placed at MSPH&WC Ltd. Ltd.'s website www.msphc.org Bidder/ Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Prospective bidders are advised to check the prequalification criteria before purchase of bids. This RFP document is not transferable and the name of the bidder who purchases and submits the same bid shall be unchanged.

1.1 Key Events and Dates

S. No	Information	Details
1	Advertising Date	9 th May, 2018
2	RFP Download Date	9 th May, 2018 to 19 th May, 2018
3	Last date to send in requests for clarifications	14 th May, 2018
4	Date, Time and place of pre-bid conference	15 th May, 2018, 3:00 pm Conference Room, 2 nd Floor, MSPH&WC Ltd. Ltd. Building, Worli, Mumbai- 400030
5	Release of response to clarifications would be available at	The official website of MSPH&WC Ltd. www.msphc.org
6	Last date (deadline) for submission of bids	19 th May, 2018, 3:00 pm
7	Date Time and Place of opening of Technical proposals	21 st May, 2018, 11:00 am

		Conference Room, 2nd Floor, MSPH&WC Ltd. Building, Worli, Mumbai- 400030
8	Date Time and Place of opening of Financial proposals	21st May, 2018, 12:00 am Conference Room, 2nd Floor, MSPH&WC Ltd. Building, Worli, Mumbai- 400030
9	Detail of the contact person and Address at which sealed bids are to be submitted in person (Bids by post/ courier shall be rejected)	Rahul R. Udawant Maharashtra State Police Housing & Welfare Corporation Ltd. Plot no. 89-89A, Sir Pochkhanwala Road, Near Police Officers' Mess, Worli, Mumbai- 400030

1.2 Other Important Information Related to Bid

S. No.	Item	Description
1.	Bid Validity Period	(180) One-hundred-and-eighty days from the date of opening of Financial Bid
2.	Last date for furnishing Performance Security to MSPH&WC Ltd. (By successful bidder)	Within fourteen (14) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier or as intimated in the work order issued by MSPH&WC Ltd.
3.	Performance Security value (Performance Bank Guarantee)	10% of contract value/ Bid value of successful bidder
4.	Performance Bank Guarantee (PBG) validity period	PBG should be valid till for 180 days from the end of contract
5.	Last date for signing contract	As intimated in work order of MSPH&WC Ltd.

Section: 2

Instructions to Bidders

2 Instructions to Bidders

2.1 Introduction of MSPH&WC Ltd.

Maharashtra State Police Housing & Welfare Corporation Ltd. (MSPH&WC Ltd.) is an apex body for planning and construction of houses and administrative buildings and to formulate and execute welfare schemes for constituent and affiliated offices to Home Department, Government of Maharashtra including Police and Prison Departments.

MSPH&WC Ltd. was established in 1974 vide Government Resolution and is registered under the Companies Act 1956 vide Registration number 17281/1973-74.

2.2 Purpose

The purpose of this RFP is to seek the services of reputed firm/agency, which shall supply Install, commission and maintenance of the Internet leased line based network connectivity at MSPH&WC Ltd. for five years by procuring the necessary hardware & software for the same. This document provides information to enable the bidders to understand the broad requirements to submit their bids. The detailed scope of work is provided in **Section three Page no. 14** of this RFP document.

2.3 Cost of RFP

The bid is available on MSPH&WC Ltd. website www.msphc.org (under Downloads → Advertisements and Forms). Bidders shall download the bid document from MSPH&WC Ltd. website and submit the same along with the technical bid.

The RFP Document can be purchased for Rs. 10,000/- + GST (Total of Rs. 11,200) from MSPH&WC Ltd. The bidder needs to bring a Demand Draft in favor of '**Maharashtra State Police Housing & Welfare Corporation Ltd.**', payable at Mumbai. The draft can be drawn from any bank.

This Demand Draft shall be submitted with the Technical envelop. Without the Tender fees, the bid will not be accepted.

2.4 Transfer of RFP

The RFP Document is not transferable to any other bidder. The bidder who purchases the document and submits shall be the same.

2.5 Consortium and Joint Ventures

- i. Any consortium, joint venture, subcontracting & outsourcing are not allowed.
- ii. One bid would be considered from one single bidder. In case of multiple bid found from a single bidder, those bids shall be rejected and bidder may be disqualified from the Bidding processed

2.6 Completeness of Response

- i. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- ii. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal.

2.7 Proposal Preparation Costs

- i. The bidder shall submit the bid at its cost and, MSPH&WC Ltd. shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over MSPH&WC Ltd. and MSPH&WC Ltd. shall be at liberty to cancel any or all bids without giving any notice.
- ii. All materials submitted by the bidder shall be the absolute property of MSPH&WC Ltd. and no copyright /patent etc. shall be entertained by MSPH&WC Ltd.

2.8 Bidder Inquiries

Bidder shall send in their written queries as prescribed in the **Section 5.7 Page no. 40** to the contact address at which the bids are to be submitted. Bidders can also mail their queries on rahul.udawant@msphc.org. The response to the queries will be published on MSPH&WC Ltd. website www.msphc.org (under Downloads → Advertisements and Forms). No telephonic queries will be entertained. This response of MSPH&WC Ltd. shall become integral part of RFP document.

2.9 Amendment of RFP Document

- i. All the amendments made in the document would be published at MSPH&WC Ltd. website and shall be an integral part of RFP document. These amendments will be available at www.msphc.org (under Downloads → Advertisements and Forms)
- ii. The bidders are advised to visit the aforementioned website on regular basis for checking latest updates of this RFP document. MSPH&WC Ltd. also reserves the rights to amend the dates mentioned in this RFP for successful bid process.

2.10 Supplemental Information to the RFP

If MSPH&WC Ltd. deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

2.11 MSPH&WC Ltd.'s right to terminate the process

MSPH&WC Ltd. may terminate the RFP process at any time and without assigning any reason and MSPH&WC Ltd. shall not be held responsible for any cost incurred by the bidder in bid preparation. MSPH&WC Ltd. reserves the right to amend/edit/add delete any clause of this Bid Document. However this will be informed to all and will become part of the bid /RFP.

2.12 Authentication of Bid

The original copy (hard copy) downloaded from MSPH&WC Ltd. website shall be signed, stamped and submitted along with the bid. Authorized person of the bidder who signs the bid shall have the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be initialed and stamped by the person or persons signing the bid. In the case of the Board resolution authorizing a person as the person responsible for the bid, the Board resolution shall be submitted. The person accountable for the bid shall remain the full time employee of the bidder till the end of contract period.

2.13 Language of Bids

This bid should be submitted in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at MSPH&WC Ltd.'s discretion.

2.14 Patent Claim

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and MSPH&WC Ltd. is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for such compensation, including all expenses, court costs and lawyer fees. MSPH&WC Ltd. shall give notice to the successful bidder of any such claim and recover it from the bidder if required.

2.15 Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.

2.16 Submission of Bids

The bids submitted by the Bidder shall comprise of the following two envelopes:

A. Technical Bid—Envelope A

The bidder shall submit the Technical Proposal in Envelope A and super-scribe on the sealed envelope “**Envelope ‘A’: Technical Proposal for Bid**”. Please Refer **Section 5.1 Page no. 26** guidelines for Preparing Technical proposal & **Section 5.2 Page no. 27** for Technical Proposal Template The technical proposal shall include the following:-

- a. Technical Proposal response letter —Refer **Section A Page no. 27**
- b. A board resolution / Registered/ Non-revocable Power of Attorney executed by the Bidder in favour of the bidder's authorised representative to sign/ execute the proposal as a contract document and also execute all relevant agreements forming part of RFP.
- c. Affidavit that the bidder has not been debarred/ blacklisted by any State or Central Govt./ Semi-Govt./ PSU organisation for quality of services/ product and there are

no legal issues/ order prohibiting/ restraining the bidder to participate in the bid process.

- d. Technical proposal signed and stamped, copy of the original RFP document along with its annexures/ corrigendum/ documents, etc.
- e. Any other document to support the bid.

B. Financial Bid—Envelope B

The bidder shall submit the Financial Proposal in 'Envelope B' and super-scribe on the sealed envelope "**Envelope 'B': Financial Proposal for Bid**". Please Refer **Section 5.3 Page no. 34** for guidelines for preparation of Financial Proposal.

The following points shall be kept in mind for submission of bids:

- a. The two sealed envelopes (A, B), Technical Bid (A) and Financial Bid (B) should be put in another single envelope and shall be sealed. This envelope shall be super-scribed "**Supply, Installation, Commissioning and Maintenance of Internet leased line based connectivity at MSPH&WC Ltd. for five years**". These envelopes are to be super-scribed with Tender number and Name of the Bidder.
- b. The sealed cover thus prepared should also indicate clearly the Name, Address, Telephone number, E-mail ID and Fax number of the bidder to enable the Bid to be returned unopened in case it is declared "**Late**" at the discretion of MSPH&WC Ltd.
- c. The bid should be a complete document and should be page numbered, indexed and bound as a single set. The document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the bid.
- d. Bids sent by telex/telegraphic/tale-fax post/ courier will be rejected.

2.17 Late Bids and Bid Validity Period

Any Bid received by MSPH&WC Ltd. after the deadline for submission of Bids shall be declared late and will be rejected, and returned unopened to the Bidder at the discretion of MSPH&WC Ltd. The validity of the bids submitted before deadline shall be till 180 days from the date of opening of the Financial Bid.

2.18 Bid Opening

- i. Envelope A containing the Technical Proposal shall be opened in the presence of the bidder/ representatives of bidder who choose to attend, at the address, date and time specified in the RFP.
- ii. Envelope B containing the Financial Proposal will remain unopened and will be held in custody of MSPH&WC Ltd. until the time of opening of the Financial Proposals.
- iii. At the end of the evaluation of the Technical Proposals, MSPH&WC Ltd. shall invite bidders who have qualified for the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals will be informed by MSPH&WC Ltd. separately and individually to qualified bidders only.

2.19 Bid Evaluation

2.19.1 Bid Evaluation Committee

- i. The Bid Evaluation Committee constituted by MSPH&WC Ltd. shall evaluate the bids.
- ii. The Bid Evaluation Committee shall evaluate the Technical bid (Envelope A) and Financial bids (Envelope B) and submit its recommendation(s) to the Competent Authority whose decision shall be final and binding upon the bidders.

2.19.2 Pre-Qualification Criteria

The bidder shall fulfill all of the following eligibility criteria independently on date of submission of bid:

- i. The bidder must be a company registered under The Companies Act, 2013.
- ii. The bidder shall have a minimum average annual turnover of Rs.15 Crores in the last five years (2012-13, 2013-14, 2014-15, 2015-16 and 2016-17).
- iii. The bidder shall be an integrated service provider with NLD and UASL licenses
- iv. Service provider should have its owned fiber based backbone network within India of minimum 120000 KM.
- v. The installed capacity of the international Internet gateway of the bidder shall be more than 12 Gbps.

- vi. The bidder should have executed minimum of three orders for commissioning of Internet for connecting a minimum of 50 locations during the last three years. Satisfactory performance certificates from each client should be attached.
- vii. The bidder shall have their own/direct access to international gateway in India, for providing Internet bandwidth, which should be connected onto international fiber systems only.
- viii. The bidder shall have 24 x 7 support service for Internet connectivity and preferably a web based MIS tool.

Note: Bidder shall provide all necessary documents to support above mentioned pre-qualification criteria.

2.19.3 Process of Evaluation

- i. Bidders who qualify in Envelope 'A' shall be considered for further Financial evaluation.
- ii. Bidder shall be evaluated as per prequalification criteria mentioned above at 2.19.2. The bidders who fulfil all the prequalification criteria and are found technically responsive to the RFP requirements will qualify for Financial Evaluation.
- iii. Amongst the bidders who are considered for financial evaluation, the bidder quoting the lowest offer will preferably be awarded the work at the discretion of MSPH&WC Ltd.
- iv. The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.

2.19.4 Technical Evaluation

Each Proposal which qualifies in Envelope A shall be scrutinized further technically for checking whether the offered Internet leased line connectivity meets the RFP requirements along with technical specification. In case, the bid meets the RFP requirements and is found technically responsive then the bidder will qualify for further evaluation of Envelope B (Financial Bid). In case in MSPH&WC Ltd.'s opinion if there is a material deviation from the RFP requirement, it will treat the bid as non-responsive and may disqualify the bidder. The Envelope B of such disqualified bidder shall not be opened. MSPH&WC Ltd. reserves the right to decide whether the deviation is material or not.

2.19.5 Financial Bid Evaluation

MSPH&WC Ltd. will evaluate Financial Proposals of all the qualified bidders. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

2.20 Award Criteria

MSPH&WC Ltd. shall award the contract to the technically qualified bidder who has quoted the least (**Section 5.3 Page no. 34**) subject to approval of competent authority at its discretion. The Bid Evaluation Committee, however, reserves the right to accept or reject any or all bids without giving any reasons thereof.

2.21 Signing of Contract

The successful bidder shall enter into contract agreement with MSPH&WC Ltd. within the time frame mentioned in the award letter. The Agreement format attached in (**Section 5.5 Page no. 37**)

Section: 3

Scope of Work

3 Scope of Work

MSPH&WC Ltd. reserves the right to amend/add/delete/edit any of the following items of the scope of work at the cost of the bidder, which shall be binding on the successful bidder.

3.1 Project Objective

The objective of this project is for Supplying, Installing, and Commissioning and Maintaining of Internet line connectivity across MSPH&WC Ltd. locations for five years subject to yearly review. If during the review, the performance of the selected bidder is not found satisfactory then MSPH&WC Ltd. at its discretion may terminate the contract. The bidder should analyze the Internet and connectivity requirement and discuss the same with MSPH&WC Ltd. Subsequently, the bidder needs to submit the detailed installation and commissioning plan of the Internet connectivity at MSPH&WC Ltd. The scope of work includes Supplying, Installing, and Commissioning and Maintaining of 75 Mbps primary and 20 Mbps secondary internet line at MSPH&WC Ltd., Worli. The scope of services is detailed herewith:

1. The bidder shall provide primary 75 Mbps (1:1) of internet connectivity at the MSPH&WC Ltd. from his own POP and shall be responsible for the keeping the uptime as per defined **SLA. Refer Page no. 17**
2. The bidder shall provide secondary 20 Mbps (1:1) of internet connectivity at the MSPH&WC Ltd. from other service provider's POP and shall be responsible for the keeping the uptime as per defined **SLA. Refer Page no. 17**
3. MSPH&WC Ltd. shall provide the routers, space and power supply for Internet. Any other equipment including Modems/Converters/ fibre/Mux etc. which is required to commission the Internet and shall be the responsibility of the bidder.
4. Bidder shall offer the following services
 - a. Provisioning of all the equipment except routers for establishing the connectivity at MSPH&WC Ltd.
 - b. Provisioning of minimum 10 static IP address to MSPH&WC Ltd.
 - c. Complete set-up documentations giving details of the network diagrams,
 - d. IP addressing scheme, IP addresses, Passwords & Security Settings, Configuration details.

- e. Configuration of access through the required client interface for designated MSPH&WC Ltd. staff in bidder portal. So that the staff can check the status of call requests, link availability, link performance, etc.
- f. 24 x 7 support centre with toll free call facility and interactive MIS portal for Bandwidth availability and performance check on 24x7 basis throughout the contract period. This should also include regular scheduled preventive maintenance services.
- g. Providing necessary reports about service performance to MSPH&WC Ltd. on a monthly basis as desired by MSPH&WC Ltd.
- h. Any supplies and services which might not have been specifically mentioned in this RFP but are necessary for the installation, testing, commissioning, performance or completeness of the order shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the system.

3.1.1 Acceptance Tests

At the discretion of MSPH&WC Ltd., acceptance test will be conducted by the bidder on installed Internet connectivity at the MSPH&WC Ltd. site in the presence of the officials of MSPH&WC Ltd. The tests will check for trouble-free operation of the complete network for ten consecutive days apart from physical verification and testing. There shall not be any additional charges payable by MSPH&WC Ltd. for carrying out this acceptance test. MSPH&WC Ltd. will take over the network on the successful completion of the acceptance test.

3.1.2 Completeness of Installation & Commissioning

The installation and commissioning will be deemed as incomplete if any component of the hardware software etc. or any documentation is not delivered or is delivered but not installed and/or not operational or not acceptable to MSPH&WC Ltd. after acceptance testing/ examination. Also, the bidder shall have to supply all necessary accessories along with the supplied goods, appropriate licenses, device drivers, data sheets and documentation which may be required, whether mentioned or not mentioned in the RFP scope, for successful acceptance of the quoted equipment to MSPH&WC Ltd.

3.2 Project Timelines

T = Date of Award of contract

S. No.	Service	Activity/Task	Timeline
1	Internet leased line based connectivity at MSPH&WC Ltd.	Complete Supply, Installation and Commissioning of Primary and Secondary Internet leased line based connectivity at MSPH&WC Ltd.	T + 30 days

- a. Each deliverable shall be deemed to complete only after proper due diligence and acceptance by MSPH&WC Ltd.
- b. There will be a penalty of Rs. 500 per day for delay in case the Complete Supply, Installation and Commissioning of Internet leased line based connectivity at MSPH&WC Ltd. as mentioned in the above table is not completed within 30 days after award of work.
- c. Penalty charges shall be limited to the 10% of contract value. However, MSPH&WC Ltd. has right to terminate and blacklist the bidder on non-performance.

3.3 Payment Terms

- a. Payment shall be made only after necessary due diligence and approval of the Supply, Installing and Commissioning of both Primary and Secondary Internet Leased lines at MSPH&WC Ltd. as per this RFP scope.
- b. Payment shall be made within 60 days of submission of invoice on final acceptance by MSPH&WC Ltd.
- c. The payment for primary Internet leased line connectivity shall be done on quarterly basis.
- d. Penalty, if any, as per the SLA defined in RFP shall be adjusted against the quarterly payment.

3.4 Service Level Agreement

The successful bidder has to comply with below-mentioned SLAs to ensure adherence to quality, security and availability of service. The bidder should provide adequate tools

required to capture the data for SLA verification and will submit the SLA reports on quarterly basis to MSPH&WC Ltd.. Based on the SLA MIS shared by the bidder the final penalty would be calculated on quarterly basis.

Table 1: MSPH&WC Ltd. Network Uptime

S. No.	Service	*Uptime service	Latency (in milliseconds)	Packet Drop
1	Primary & Secondary Internet lease line	99%	<= 325	<= 0.5%

*Internet uptime will be calculated on quarterly basis with 24 (Hours) X 7 availability

Table 2: Penalty Calculation for Downtime

S. No.	Downtime (Quarterly Basis)	*Penalty (in average quarterly payment)
1	1 to 2 %	5%
2	2 to 3 %	7%
3	3 to 5%	9%
4	> 5%	10%

*The amendment to the above mentioned components is at the discretion of MSPH&WC Ltd. The same shall be communicated to bidder in advance as and when it is modified. Penalty charges should be limited to the 10% of contract value till the end of contract period. However, MSPH&WC Ltd. has right to terminate and blacklist the bidder on non-performance.

Section: 4

General Conditions of Contract

4 General Conditions of Contract

4.1 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the India.

4.2 Settlement of Disputes

- a) Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 4.2 (b) shall become applicable.
- b) Arbitration:
 - (i) In the case of dispute arising, upon or in relation to, or in connection with the contract between MSPH&WC Ltd. and the Successful bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the MSPH&WC Ltd. and the successful bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the MD, MSPH&WC Ltd. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
 - (ii) Arbitration proceedings shall be held in Mumbai, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
 - (iii) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by MSPH&WC Ltd. and the successful bidder. However, the

expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

4.3 Taxes and Duties

The successful bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed. The bidder shall be entirely responsible for all taxes, stamp duties, license fees etc. excluding GST which shall be paid by MSPH&WC Ltd. as applicable separately.

4.4 Performance Bank Guarantee

- i. The successful bidder shall at his own expense, deposit with department, within fourteen (14) working days of the date of notice of award of the contract or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from any bank acceptable to MSPH&WC Ltd., payable on demand In Mumbai, for the due performance and fulfilment of the contract by the successful bidder. Please Refer **(Section 5.6 Page no. 37)**
- ii. This Performance Bank Guarantee will be for an amount equivalent to 10 percent of complete contract value for 5 years. All charges whatsoever such as premium, commission, etc., with respect to the Performance Bank Guarantee shall be borne by the successful bidder.
- iii. The Performance Bank Guarantee shall be valid till 180 days after the end of "Supply, Installation, Commissioning and Maintenance of Internet leased line connectivity at MSPH&WC Ltd. locations for Five years period" and should be in the format prescribed in the tender.
- iv. The Performance Bank Guarantee may be discharged/returned by MSPH&WC Ltd. upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- v. MSPH&WC Ltd. shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

4.5 Confidential Information

MSPH&WC Ltd. and the successful bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

MSPH&WC Ltd. shall not use such documents, data, and other information received from the successful bidder for any purposes unrelated to the Contract. Similarly, the successful bidder shall not use such documents, data, and other information received from MSPH&WC Ltd. for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

4.6 Warranty

All the goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

The goods shall be free from defects arising from any act or omission of the successful bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

4.7 Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the successful Bidder has thereby been affected in the performance of any of its obligations under the Contract.

4.8 Force Majeure

The successful bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Force Majeure shall not cover the price fluctuation of components. Force Majeure does not include the events outside India.

For purposes of this Clause, Force Majeure means an event or situation beyond the control of the successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the successful bidder. Such events may include, but not be limited to, acts of MSPH&WC Ltd. in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the successful Bidder shall promptly notify MSPH&WC Ltd. in writing of such condition and the cause thereof. Unless otherwise directed by MSPH&WC Ltd. in writing, the successful Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.9 Change Orders and Contract Amendments

MSPH&WC Ltd. may at any time order the successful bidder to make changes within the general scope of the Contract, in any one or more of the following:

- i. Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for MSPH&WC Ltd.
- ii. The place of delivery.
- iii. The Related Services to be provided by the successful bidder.

If any such change causes an increase or decrease in the cost of, or the time required for, the successful bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the successful bidder for adjustment under this Clause must be asserted within 28 days from the date of the successful bidder's receipt of MSPH&WC Ltd.'s change order.

Prices to be charged by the successful bidder for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties, and shall not exceed the prevailing rates charged to other parties by the successful Bidder for similar services.

4.10 Extension of Time

If at any time during performance of the Contract, the successful bidder encounter conditions impeding timely delivery of the Goods or completion of Related Services, the successful bidder shall promptly notify MSPH&WC Ltd. in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the successful bidder's notice, MSPH&WC Ltd. shall evaluate the situation and may at its discretion extend the successful bidder's time for performance in writing.

Delay by the successful Bidder in the performance of its Delivery and Completion obligations shall render the Bidder liable for disqualification for any further bids in MSPH&WC Ltd., unless an extension of time is agreed mutually.

4.11 Termination

4.11.1 Termination by MSPH&WC Ltd.

- a. MSPH&WC Ltd. may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (k) of this GCC Clause 4.11.1. In such an occurrence, MSPH&WC Ltd. shall give a not less than 30 days' written notice of termination to the successful bidder, and sixty (60) days' in the case of the event referred to in (j).
- b. If the successful bidder does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as MSPH&WC Ltd. may have subsequently approved in writing.
- c. If the successful bidder becomes (insolvent or goes into liquidation, or receivership whether compulsory or voluntary).
- d. If the successful bidder, in the judgment of MSPH&WC Ltd. has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- e. If the successful bidder submits to the MSPH&WC Ltd. a false statement which has a material effect on the rights, obligations or interests of MSPH&WC Ltd..
- f. If the successful bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to MSPH&WC Ltd.
- g. If the successful bidder fails to provide the quality services as envisaged under this Contract, MSPH&WC Ltd. may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. MSPH&WC Ltd. may

decide to give one chance to the successful Bidder to improve the quality of the services.

- h. If the successful bidder fails to comply with any final decision reached as a result of arbitration proceedings.
- i. If, as the result of Force Majeure, the successful bidder is unable to perform a material portion of the Services for a period of not less than 60 days
- j. If MSPH&WC Ltd., in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- k. In the event MSPH&WC Ltd. terminates the Contract in whole or in part, pursuant to point (a) to (h) of GCC Clause 4.11.1, MSPH&WC Ltd. may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the successful bidder shall be liable to MSPH&WC Ltd. for any additional costs for such similar services. However, the successful bidder shall continue performance of the Contract to the extent not terminated.

4.11.2 Termination by Bidder

The successful bidder may terminate this Contract, by not less than 45 days' written notice to MSPH&WC Ltd., such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this GCC Clause 4.11.2:

- a. If MSPH&WC Ltd. fails to pay any money due to the Successful bidder pursuant to this Contract and not subject to dispute pursuant to GCC Clause 4.2 hereof, within 45 days after receiving written notice from the successful bidder that such payment is overdue.
- b. If, as the result of Force Majeure, the successful bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
- c. If MSPH&WC Ltd. fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 4.2 hereof.
- d. If MSPH&WC Ltd. is in material breach of its obligations pursuant to this Contract and has not remedied the same within 45 days (or such longer period as the successful bidder may have subsequently approved in writing) following the receipt by MSPH&WC Ltd. of the Successful bidder's notice specifying such breach.

4.12 Payment upon Termination

Upon termination of this Contract pursuant to GCC Clauses 4.11.1 or 4.11.2, the MSPH&WC Ltd. shall make the following payments to the Successful bidder:

- a. If the Contract is terminated pursuant to GCC Clause 4.11.1 (j) or 4.11.2, remuneration for Services satisfactorily performed prior to the effective date of termination.
- b. If the agreement is terminated pursuant of GCC Clause 4.11.1 (a), (b), (c), (d), (e), (f), (g) (h) and (k), The successful bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, MSPH&WC Ltd. may consider making a payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the MSPH&WC Ltd. Applicable under such circumstances, upon termination, the MSPH&WC Ltd. may also impose liquidated damages. The successful bidder will be required to pay any such liquidated damages to MSPH&WC Ltd. within 30 days of termination date.

4.13 Assignment

Neither the MSPH&WC Ltd. nor the successful Bidder shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section: 5

Guidelines for filling Response to RFP

5 Guidelines for filling Response to RFP

5.1 Guidelines for Preparation of Technical Proposal [Envelope A]

1. A printed covering letter, on the bidding organisation's letterhead with all required information and authorised representative's initials shall be submitted along with the proposal. In case the bidder edits the content of the proposal covering letter; it will be treated as a non-responsive bid and shall be rejected.
2. The technical proposal should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical solution meets the requirements specified in the RFP. The technical proposal may not contain any pricing information. In submitting additional information, the bidder should mark it as supplemental to the required response.
3. Proposals must be direct, concise, and complete. Any information which is not directly relevant to this RFP shall be omitted. MSPH&WC Ltd. will evaluate the bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP.
4. The bidder is expected to provide Bill of Materials (BoM) for the Supply, Installation, Commissioning and Maintenance of Internet leased line based connectivity at MSPH&WC Ltd. for Five years as part of the technical proposal without price quote. The BoM will be measured against the proposed quantity.
5. The bidder shall fill in the technical response as per the template provided **Refer 5.2 Page no. 27** failing which, the bid shall be treated as non-responsive and shall be rejected.

[This space is intentionally left blank]

5.2 Template for Technical Proposal

Section- A

Technical Proposal Response Letter

(To be submitted on the letterhead of the bidder)

{Location, Date}

To

The Managing Director,
Maharashtra State Police Housing & Welfare Corporation Ltd.
Plot no. 89-89A, Sir Pochkhanwala Road,
Near Police Officers' Mess,
Worli, Mumbai- 400030

Ref: RFP Notification number

Subject: Submission of proposal in response to the RFP for **“Supply, Installation and Commissioning of Internet leased line connectivity at MSPH&WC Ltd. Head Office for five years”**

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP Notification number..... for “Supply, Installation and Commissioning of Internet leased line connectivity at MSPH&WC Ltd. for five years”

We have read the provisions of the RFP document and confirm that we accept these. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

1. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 180 days from the date of opening of financial proposals.
2. We would like to declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.

3. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
4. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
5. We understand you are not bound to shortlist/accept any or all the proposals you receive.
6. We hereby declare that we qualify and fulfil all the Prequalification criteria mentioned at clause 2.19.2.

Our correspondence details with regards to this proposal are:

Sr. No	Information	Details
1	Name of responding firm:	
2	Address of responding firm:	
3	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
4	Telephone number of contact person:	
5	Mobile number of contact person:	
6	Fax number of contact person:	
7	E-mail address of contact person:	
8	Status of Firm/ Company (Public Ltd., Pvt. Ltd., etc.)	
9	Details of Registration (Ref e.g., ROC Ref number)	

Details of demand draft for Tender Fees:

Date and number:

Name of the bank:

Amount: Rs. 11,200 /- (Rupee Eleven thousand and two hundred only)

We hereby declare that our proposal submitted in response to this RFP is made in good faith, and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

[FIRM'S NAME]

Name

Title

Signature

Date and Stamp of the Signatory

Section B

1. Annual Turnover Details of the Bidder (Please refer to RFP Clause 2.19.2(ii))

Years	Turnover Details in Rs.	Annexure in Technical Proposal*	Page No of the Annexure in the technical Proposal
2016 - 17			
2015 - 16			
2014 - 15			
2013 - 14			
2012 - 13			

* Please include Audited Annual Statement/Auditor's certificate in the Annexure to the technical proposal.

2. Citations of the bidder (Please refer to RFP Clause 2.19.2(vi))

S. No.	Name of the Project	Date of Work Order	Reference in RFP	Scope of Work	Complete Project Duration	Annexure in Technical Proposal*	Page No of the Annexure in the technical Proposal
1			2.19.2 (vi) Page no 11				

Initials of Bidder

35

IT Cell MSPH&WC

2			2.19.2(vi) Page no 11				
3			2.19.2(vi) Page no 11				

*Please include the respective work orders in the Annexure to the technical proposal.

Additional documents

S. No.	Particulars	Reference in RFP	Annexure in Technical Proposal*	Page No of the Annexure in the technical Proposal
1	Registration Certificate under the Companies Act, 2013.	2.19.2(i) Page no.11		
2	The bidder shall be an integrated service provider with NLD and UASL licenses	2.19.2 (iii) Page no. 11		
3	Service provider should have its owned fiber based backbone network within India of minimum 120000 KM	2.19.2 (iv) Page no. 11		
4	The installed capacity of the international Internet gateway of bidder should be more than 12 Gbps.	2.19.2 (v) Page no.11		
5	Details on own/direct access of international gateway for providing internet bandwidth which should be connected onto international fiber only.	2.19.2 (vii) Page no. 11		
6	Details of 24 x 7 support service and web based MIS tool	2.19.2 (viii) Page no.11		
7	Signed and stamped copy of the original RFP document.	2.12 Page no. 9		
8	Power of Attorney.	2.16 (A) Page no. 9		

S. No.	Particulars	Reference in RFP	Annexure in Technical Proposal*	Page No of the Annexure in the technical Proposal
9	Declaration that the bidder has not been debarred/blacklisted by any Government/Semi-Government organisation.	2.16 (A) Page no. 10.		

*Please include the entire supporting document in the Annexure to the technical proposal.

Section C

Bill of Material: Supply, Installation and Commissioning of Internet leased line connectivity at MSPH&WC Ltd. locations

S. No.	Item	Refer RFP	OEM	Make/Version	Number of Units	Annexure in Technical Proposal*	Page No of the Annexure in the technical Proposal
1							
N							

*Please include the compliance details in the Annexure to the technical proposal.

Section D

Technical Approach

1. Implementation Methodology and Plan to include:
 - 1.1 Key implementation objectives, key deliverables and an implementation schedule for the same.
 - 1.2 Roll-out Action Plan.
 - 1.3 Roll-out Timelines.
 - 1.4 Acceptance Test Plan.
 - 1.5 Detailed project plan and milestone etc.
 - 1.6 Exit & Transition plan
2. Escalation matrix during contract period
3. Post Implementation Support and Help Desk Services Plan

Section E

All Annexure of the technical Proposal

[This space is intentionally left blank]

Section F

Checklist for Technical Bid

S. No.	Section	Particulars	Page no of the technical Proposal
1	Section – A	Technical Proposal Response Letter	
2	Section – B	Annual Turnover Details of the Bidder	
		Citations of the bidder (Please refer to RFP 2.19.2(vi)]	
		Additional documents	
3	Section – C	Bill of Material format	
4	Section – D	Implementation Methodology and Plan to include:	
5	Section – E	All the Annexures related to the technical proposal	

5.3 Guidelines for Preparation of Financial Proposal [Envelop C]

Financial Proposal should comprise of the following:

1. The unit rate quoted will be binding upon the successful bidders irrespective of the actual quantity during the award of contract.
2. The total amount calculated in Section- B Table – 1 is included for evaluation purpose only.
3. At the time of award of the contract, work order would be issued on the actual quantity to be executed as decided by MSPH&WC Ltd. and work order amount would be adjusted as per the unit rate quoted in the bid. The total contract value would be the work order amount based on the actual quantity to be executed as decided by MSPH&WC Ltd.
4. Unless expressly indicated, bidder shall not include any technical information regarding the services in the financial proposal.
5. Prices shall be quoted entirely in Indian National Rupees.
6. No adjustment of the contract price shall be made on account of any variations in costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The contract price shall be the only payment payable to the successful bidder for completion of the contractual obligations by the successful bidder under the Contract, subject to the terms of payment specified in the contract. The price quoted would be inclusive of all taxes, duties, and charges and levies as applicable except Service Tax which will be paid as actual. Prices quoted for all Hardware and Software shall be inclusive of supply at site, installation and commissioning. No extra payment on any account shall be admissible.
7. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of project. A proposal submitted with an adjustable price quotation or conditional proposal may be treated as nonresponsive and rejected.

The bidder shall fill in the financial response as per the template **Refer 5.4 Page no. 35** provided failing to which, the bid shall be treated as non-responsive and shall be rejected.

5.4 Template for financial proposal

Section F

Letter Format for Financial Proposal

(To be submitted on the Letterhead of the bidder)

[Location, Date]

To

The Managing Director,
Maharashtra State Police Housing & Welfare Corporation Ltd.
Plot no. 89-89A, Sir Pochkhanwala Road,
Near Police Officers' Mess,
Worli, Mumbai- 400030
Mumbai—400030

Ref: RFP Notification no <<>>

Subject: Submission of Financial proposal in response to the RFP for “**Supply, Installation and Commissioning of Internet leased line connectivity at MSPH&WC Ltd. Head Office**”

Dear Sir,

We, the undersigned, offer to provide the services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal for is for the sum of [*Insert amount(s) in words and figures*]. We are aware that any conditional financial offer will be outright rejected by MSPH&WC Ltd. This amount is inclusive of taxes except service tax as listed at (Consolidated Cost Summary) attached.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal (180 days) from the date of opening of financial bid.

We are aware that MSPH&WC Ltd. reserves the right to accept or reject any or all bids without assigning any reasons thereof.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Date and Stamp of the signatory

Name of Firm:

[This space is intentionally left blank]

Section G

Format for Financial Proposal

The bidder shall bid for all the items listed in **Table- 1** below; failing to which, the bid shall be treated as non-responsive and shall be rejected.

Table – 1 Cost Summary (Inclusive of Taxes except Service Tax)

S.No	Description	Qty	Unit Price (In Rs.)	One Year (In Rs.)	Five year (In Rs.)
		A	B	C= (A x B)	D= C x 5
1	Primary Internet Access 75 Mbps (1:1) inclusive of Backhaul Charges				
2	Secondary Internet Access 20 Mbps (1:1) inclusive of Backhaul Charges				
Total – X In words				Total – X	

5.5 Draft Agreement, Performance Bank Guarantee Format

❖ Draft of Agreement Format

This CONTRACT (hereinafter called the “Contract”) is made the ____ day of the month of _____ between, on the one hand, MAHARASHTRA STATE POLICE HOUSING CORPORATION LIMITED (MSPH&WC Ltd.) established and constituted in 1974 under the Companies Act, 1956 hereinafter called “Authority” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successor or successors and assignee or assignees) and, on the other hand M/s _____ having its registered office at _____ hereinafter called the “Bidder” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successor or successors and assignee or assignees).

Whereas

- a) The Authority has selected the Bidder to provide services as per specifications mentioned in the bid document “**Supply, Installation and Commissioning of Internet leased line connectivity at MSPH&WC Ltd. for five years**” and as defined in the General Conditions of the Contract.
- b) By filling the bid document and signing it the Bidder has agreed to the Authority that they have the required professional skills, personnel, technical and financial resources, and have agreed to execute the items in the bid document on the terms and conditions set forth in this contractual bid document.

NOW THEREFORE the parties hereto hereby agree as follows:

- 1 The following documents attached hereto shall be deemed to form and integral part of the Contract agreement.
 - a. The complete bid document including the common set of deviation issued from time to time.
 - b. Minutes of the pre-bid meeting standard set of deviations/corrigendum, drawing and instructions issued by MSPH&WC Ltd.
 - c. Any other communications issued prior to signing of the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed in their respective names as of the day & year first above written.

FOR AND ON BEHALF OF

MAHARASHTRA STATE POLICE
HOUSING & WELFARE CORPORATION
LTD.

(name)
Designation
(Authorised Representative)

Witness:

1.
2.

By Authorised Signatory
FOR AND ON BEHALF OF
M/S.

Witness:

1.
2.

5.6 Format for Performance Bank Guarantee (Please Refer 4.4)

Whereas ----- (hereinafter called 'the Respondent') has submitted its proposal dated ----- in response to the RFP: "Supply, Installation and Commissioning of Internet leased line connectivity at MSPH&WC Ltd. for five years")

KNOW ALL by these presents that WE ----- of -----
----- Having our registered office at -----
----- (hereinafter called "the Bank") are bound unto the MSPH&WC Ltd. (hereinafter called "the MSPH&WC Ltd.") in the sum of -----
--- for which payment well and truly to be made to the said MSPH&WC Ltd., the Bank binds itself, its successors and assigns by these present. Sealed with the Common Seal of the said Bank this -----day of -----2018.

The Conditions of this obligation are:

- In the event of the successful bidder being unable to service the contract for whatever reason, MSPH&WC Ltd. would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to the MSPH&WC Ltd. as compensation for any loss resulting from the Respondent's failure to complete its obligations under the Contract. MSPH&WC Ltd. shall notify the Respondent in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Respondent is in default.
- MSPH&WC Ltd. shall also be entitled to make recoveries from the Respondent's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

We undertake to pay to the MSPH&WC Ltd. up to the above amount upon receipt of its first written demand, without the MSPH&WC Ltd. having to substantiate its demand, provided that in its demand the MSPH&WC Ltd. will specify that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including _____, and any demand in respect thereof should reach the Bank not later than the above date.

5.7 Format of sending Pre-bid queries

Ref: RFP Notification <>>

Name of the Bidder:

Contact Address of the Bidder:

S. No.	Section Number	Page Number	Query

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

----X---