

भारतीय बीमा विनियामक और विकास प्राधिकरण
Insurance Regulatory and Development Authority of India



RFP No. IRDAI/IT/18-19/14 dated 8th Jan, 2019

Tender Document

**e-TENDER for 60 Mbps Internet Leased Line (ILL) OFC (1:1
uncompressed and unshared) at Insurance Regulatory and
Development Authority of India Head Office**

Issued By

Insurance Regulatory and Development Authority of India

Survey No. 115/1, Financial District,
Nanakramguda, Gachibowli,
Hyderabad – 500032
Ph: (040) 20204000

Telangana State (INDIA)
Email: it@irda.gov.in

Fact Sheet :

Schedule		
1.	Publish date of tender	04:30 PM on 08.01.2019
2.	Document download Start Date	05.00 PM on 08.01.2019
3.	Clarification start Date and End Date	09.30 AM on 09.01.2019 to 02.00 PM on 17 .01.2019
4.	Issue of Corrigendum (If Any)	25.01.2019
5.	Bid submission Start date and end date by the intending bidders along with scanned copy of Earnest Money Deposit	09.00 AM on 28 .01.2019 To 03.00 PM on 15.02.2019
6.	Last date of submission of Demand Draft in original payable in favour of Insurance Regulatory and Development Authority of India payable at HYDERABAD towards Earnest Money Deposit (EMD)	03.00 PM on 15.02.2019
7.	Amount of Earnest Money Deposit	₹ 20,000.00 (Rupees Twenty Thousand only)
8.	Tech Bids opening	03.30 PM on 18.02.2019
9.	Date of download of financial bids	To be notified later to only those bidders who qualify in technical bids
10.	For any query	Ph: (040) 2020 4351 email: it@irdai.gov.in ("RFP No – IRDAI/IT/18-19/14" shall be present in subject line)

भारतीय बीमा विनियामक और विकास प्राधिकरण
INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY OF INDIA
Sy No. 115/1, Financial District, Nanakramguda, Hyderabad – 500032

**Notice inviting e-TENDER for 60 Mbps Internet Leased Line (OFC)
(1:1 uncompressed and unshared) at Insurance Regulatory and
Development Authority of India Head Office**

On-line bids are invited under two bid system (technical and financial) from the vendors / firms / organizations (“Bidders”) for 60 Mbps Internet Leased Line (OFC) (1:1) uncompressed & unshared with last mile on fiber) at IRDAI Gachibowli Head Office as described in **Section 1.1.5** “Scope of Work” of this RFP. The detailed bidding document etc. can be viewed / downloaded from the website:

<http://eprocure.gov.in>. Bidders are required to upload and submit their e-bid on Central Public Procurement Portal only. All amendments, time extension, clarifications, etc., will be uploaded on the **<http://eprocure.gov.in>** website only. Bidders should regularly visit website to keep themselves updated.

1.1 Background Information

1.1.1 Basic Information

- a) Insurance Regulatory and Development Authority of India (IRDAI) invites responses (“Tenders”) to this Request for Proposals (“RFP”) from vendors / firms / organizations (“Bidders”) for the provision of 60 Mbps Internet Leased Line (OFC) (1:1) uncompressed & unshared with last mile on fiber) at IRDAI Gachibowli HO as described in **Section 1.1.5** of this RFP, “Scope of Work” (“SoW ”). IRDAI is the purchaser for this procurement competition (“the purchaser”).
- b) Contract that may result from this RFP Process will be issued for a term of **3 (Three) Years** (“the Term”) which would include the establishment of ILL Connectivity , maintenance and support.
- c) Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

1.1.2 IRDAI Background

Insurance Regulatory and Development Authority of India of India (IRDAI) was constituted as an autonomous body to regulate and develop the insurance industry, following the recommendations of the Malhotra Committee report, in 1999. The IRDAI was incorporated as a statutory body in April, 2000. The key objectives of the IRDAI is to protect the interests of the policyholders, to regulate, promote and ensure orderly growth of the insurance industry.

1.1.3 Project Objective:

IRDAI have already implemented 100 Mbps ILL from **M/s BSNL** as primary connection and 20 Mbps Internet Leased Line (OFC) (1:1) uncompressed & unshared with last mile on fiber **as backup connection** at IRDAI Gachibowli HO since November 2017. RFP is intended to upgrade **the backup connection to 60 Mbps** ILL (OFC) (1:1) uncompressed & unshared with last mile on fiber) at IRDAI **4th Floor** Gachibowli HO **from a vendor except M/s BSNL** . This is required for the purpose of seamless connectivity for Internet services of Insurance Regulatory and Development Authority of India.

The following document, in its entirety, has been brought out as both a bid specification to outline the requirements for the works to be provided, and a basis for proposal submission by the bidder.

The connectivity will be through dedicated Internet service. The hardware and software required for the establishment of fully functional leased line will be provided by the bidder. The minimum guaranteed bandwidth taken from the Bidder is 60 Mbps.

1.1.5 Scope of the Work

- **60 Mbps** Internet leased line connectivity.
- The connectivity should have fully dedicated (1:1), unshared & High Quality **60 Mbps** bandwidth without any compression factor through Optical Fibre.
- The connectivity will be through dedicated Internet service.
- Installation, commissioning, configuring of the link and hardware/software (Mux, Modems and Router etc. to make the link fully functional at 60 Mbps. The hardware and software required for the establishment of fully functional leased line will be provided by the bidder
- Maintenance support service (24 hours and 7 days a week) for Bandwidth and equipment.
- The bidder is required to maintain the link mentioned above for a minimum period of three (3) years. After three years extendable every year up to 2 year maximum at the same or lower price quoted for 1st year at the discretion of IRDAI.
- **Internet Router Port at ISP Gateway for required Bandwidth and 32 Public IP addresses of ipv4 pool and 32 Public IP addresses of ipv6 pool.**
- The bidder should furnish a detailed network/ schematics diagram of total solution proposed showing connectivity from ISPs gateway Terminal Point to required locations of the 4th Floor IRDAI Head Office, Sy No. 115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad , 500032

The link will be installed / terminated at the following location :-

IRDAI Head Office:

4th Floor, Insurance Regulatory and Development Authority of India (IRDAI)
Head Office, Sy No. 115/1, Financial District, Nanakramguda, Gachibowli,
Hyderabad , 500032

PERIOD OF ILL CONNECTIVITY SERVICE CONTRACT: - The bidder is required to maintain the link mentioned above for a minimum period of three (3) years. After three years extendable every year up to 2 year maximum at the same or lower price quoted for 1st year at the discretion of IRDAI

This service is to be provided on all the days as and when needed by IRDAI or issue reported by IRDAI, notwithstanding the fact whether on such days the selected bidder's office remains closed or not.

- A minimum uptime of 99.5% during the working hours per equipment has to be guaranteed on quarterly basis.
- The request for support shall have to be attended immediately by the vendor even if the request is made over telephone/ SMS or by e-mail
- A total solution for the Supply, Installation, Integration, Implementation and maintenance.
- Handle all matters relating to the configuration and operation of the 60Mbps link including.
- All the hardware and related software should support IPv4 and IPv6.

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

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

The SLA is invoked whenever services are not available as planned. The malfunction can be caused due to any reasons including hardware error , mis-configuration , incompatible software patch , wrong software upgrade , non functioning of any module etc

- A minimum uptime of 99.5% during the contract period per equipment has to be guaranteed on quarterly basis.
- Packet Losses: Less than 1% (Average over 1000 ping).
- Reports for performance, monitoring /usage to be submitted by the ISP on weekly or monthly basis or as per requirement of IRDAI.
- In case of the above parameters going out of specifications, IRDAI will be compensated adequately in respect of the extended time for the loss of hours in service. Also, if services are not found satisfactory, IRDAI reserves the right to cancel the contract with –one month notice.
- 99.5% Uptime shall be calculated as, $(\text{Total Time} - \text{Down Time}) \times 100 / \text{Total Time}$. Deduction in payment will be made for downtime in the quarterly bills raised by the Service Provider (SP).
- The response time for attending the faults will be four hours (maximum) after they are reported to the bidder. The bidder will rectify the faults within 24 hours failing which; the bidder will arrange temporary replacements.
- The services shall be provided 24 hours & 7 days in a week.
- Bidder should quote the minimum and maximum period he will take to install/operate the link at IRDAI. The supply shall actually be deemed to have been completed on the actual date of installation.
- The bidder will be responsible for undertaking any civil/electrical work etc., involved from commissioning to the completion of the project, at his cost.
- Obtain all necessary right-of-ways and permits for construction of pathways and installation of telecommunications cabling necessary to implement the proposed solution. ISP should take necessary permission while IRDAI will assist for the same.
- Bidder should have fully functional 24x7x365 Customer Service Centre in Hyderabad.
- Solution partner shall not be considered in default for SLA violation in the event of Force Majeure as mentioned in the section

“Force Majeure”

- **Penalty:**

S.No.	Availability of the 60 Mbps ILL link (Quarterly basis)	Penalty
1	100% to 99.5%	NIL
2	Below 99.5%-Up to 98.5%	2% of quarterly charges
3	Below 98.5%-Up to 97%	5% of quarterly charges
4	Below 97% -Up to 95%	7% of quarterly charges
5	Below 95%	10% of quarterly charges

Below 90 % of SLA in a quarter not acceptable and may lead to termination of the contract with higher penalty or the final decision may be taken by IRDAI.

1.2 Instructions to the Bidders

As M/s BSNL is providing the primary ILL at IRDAI, M/s BSNL is restricted to quote for this backup ILL Connection at IRDAI HO.

1.2.1 General

- All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the IRDAI on the basis of this RFP .
- No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the IRDAI. Any notification of preferred Bidder status by IRDAI shall not give rise to any enforceable rights by the Bidder. IRDAI may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the IRDAI.
- While effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the support required.

- d) The bidder would insure that the local loop provisioning does not violate regulations as laid by Government of India/TRAI in respect of such links/networks. Bidder will be responsible for making all the payments towards the local loop charges/rentals/WPC charges etc.
- e) Sub-contracting or sub-letting: The bidder is prohibited from sub-contracting or sub-letting of the work to any other agency

IRDAI requires a managed environment for 36 months with full technical support.

1.2.2 Compliant Tenders / Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non compliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this RFP.
 - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
 - iii. Include all supporting documentations specified in this RFP

1.2.3 Code of integrity

- No official of a procuring entity or a bidder shall act in contravention of the codes which includes prohibition of
 - i. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

- iii. Any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- iii. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- iv. Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
- v. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- vi. Obstruction of any investigation or auditing of a procurement process.
- vii. Making false declaration or providing false information for participation in a tender process or to secure a contract;
- In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.
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1.2.4 Pre-Bid Queries & Clarifications

1.2.4.1 Bidders Queries

The Bidders will have to ensure that their queries should reach to CHIEF GENERAL MANAGER, (INFORMATION TECHNOLOGY), INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY OF INDIA, by email it@irdai.gov.in on or before **17.01.2019**. The queries should necessarily be submitted in the following format:

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification
1.			
2.			
3.			
4.			

- a. IRDAI shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the IRDAI.

1.2.4.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a. The IRDAI will endeavour to provide timely response to all queries. However, IRDAI makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does IRDAI undertake to answer all the queries that have been posed by the Bidders.
- b. At any time prior to the last date for receipt of bids, IRDAI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the www.eprocure.gov.in and emailed to all participants of the pre-bid conference.
- d. **Any such corrigendum/ clarification/ modification issued shall be deemed to be incorporated into this RFP.**
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, IRDAI may, at its discretion, extend the last date for the receipt of Proposals.

1.2.5 Key Requirements of the Bid

1.2.5.1 Right to Terminate the Process

- a. IRDAI may terminate the RFP process at any time and without assigning any reason. IRDAI makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by IRDAI. The Bidder's participation in this process may result IRDAI selecting the Bidder to engage towards execution of the contract.

1.2.5.2 RFP Document Fees

- a. The RFP documents have been made available to be downloaded without any fee from the website www.eprocure.gov.in

1.2.5.3 Earnest Money Deposit (EMD)

- a. Bidders shall submit, along with their Proposals, an EMD of Rs. **20,000/- (Rupees Twenty Thousand only)**, in the form of a demand draft. The payment transfer related information is as follows :

Demand Draft: In favour of “**Insurance Regulatory and Development Authority of India, Hyderabad**” payable at Hyderabad.

- a. EMD of all unsuccessful Bidders would be refunded by IRDAI within **180** days of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned after the completion of tenure of the contract period.
- b. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- c. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- d. The EMD may be forfeited:
 - If a Bidder withdraws its bid during the period of bid validity.
 - In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RFP.

1.2.5.4 Submission of Responses

- a. The Bidders should submit their responses as per the procedure specified in the e-Procurement portal www.eprocure.gov.in . The items to be uploaded on the portal would include all the related documents mentioned in this RFP with two cover
 - Technical Proposal - EMD, Pre –Qualification Criteria, Additional certifications / documents required to be qualified.
 - Commercial Proposal

However each of the above documents must be uploaded in the format specified for the tender and as per the specified folder structure in the e-Procurement portal www.eprocure.gov.in.

All the pages of the Proposal Document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder’s proposal.

1.2.5.5 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal. A copy of the same should be uploaded under the relevant section / folder on the eProcurement portal www.eprocure.gov.in. **Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.**

1.2.6 Preparation and Submission of Proposal

1.2.6.1 Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by IRDAI to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

IRDAI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.2.6.2 Language

The Proposal should be filled by the Bidders 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 Bidders. For purpose of interpretation of the documents, the English translation shall govern.

1.2.6.3 Venue & Deadline for Submission of proposals

The response of RFPs must be submitted on the eProcurement portal www.eprocure.gov.in by the date and time specified for the RFP. Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. IRDAI will not be responsible for any delay in the submission of the documents. No physical copy of documents needs to be sent to the mentioned address except EMD draft (physical copy).

Addressed To	CHIEF GENERAL MANAGER (INFORMATION TECHNOLOGY)
Name	INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY OF INDIA
Last Date & Time of Submission	15.02.2019 3.00PM

1.2.6.4 Late Bids

Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. IRDAI will not be responsible for any delay in the submission of the documents. No physical copy of documents needs to be sent to the mentioned address except EMD draft (physical copy).

1.2.7 Evaluation process

- a. IRDAI will constitute a Committees to evaluate the responses of the Bidders
- b. The Committee constituted by the IRDAI shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the Committees in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Committees may ask for meetings with the Bidders to seek clarifications on their proposals
- e. The Committees reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

1.2.7.1 Tender Opening

The Proposals submitted upto the scheduled time of bid submission will be opened at prescribed date by officers authorized by IRDAI.

1.2.7.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of **180** days from the date of submission of Tender.

1.2.7.3 Tender Evaluation

- a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive. If Proposals;
 - Are not submitted in as specified in the RFP document
 - Uploaded without the Letter of Authorization (Power of Attorney)

- Are found with suppression of details
- With incomplete information, subjective, conditional offers and partial offers submitted
- Submitted without the documents requested in the checklist
- Have non-compliance of any of the clauses stipulated in the RFP with lesser validity period.

b. All responsive Bids will be considered for further processing as below.

IRDAI will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

1.3 Criteria for Evaluation

1.3.1 Pre-Qualification (PQ) / Eligibility Criteria

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	ISP	The bidder should be the Tier 1 national ISP and should have a valid Category "A" ISP license from Govt. of India .	Attach a copy of license
2	Technical Capability	2. ISP must have successfully undertaken at least the following numbers of implementation engagement(s) of value specified herein : <ul style="list-style-type: none"> - One project of similar nature not less than the amount 8 Lakhs - OR - Two projects of similar nature not less than the 	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order

		<p>amount equal 4 Lakhs</p> <p>- OR</p> <p>Three projects of similar nature not less than the amount equal 3 Lakhs</p> <p>- Definition of “similar nature” of work : Installation and commissioning of Internet Leased line</p>	
3	Quality Certifications	A. The Bidder should have the DOT license	Copy of certificate
4	Legal Entity	<p>The Bidder should be a Company registered under the Companies Act, 2013 since last 5 years.</p> <p>Also the company should be registered with the Tax Authorities and operating for the last five years.</p>	<p>- Certificates of incorporation</p> <p>- Registration Certificates</p> <p>- PAN NO , GSTIN</p>
5	Local Service capability	The Bidder should have technical manpower with experience to provide service at Hyderabad for support under this contract.	A Self Certified letter by an authorized signatory
6	EMD Submission	<p>The bidder should upload the scanned copy of EMD draft amount along with bid document.</p> <p>The physical copy of EMD should be sent to the IRDAI Hyderabad office</p>	EMD amount of Rs Twenty Thousand only.

7	Debarment	The bidder should not have been blacklisted by any State Government/Central Government and/or any Central PSU	A Self Certified letter that the bidder (or any of its successor) is not in the active debarred list Published by DGS&D or Central Public Procurement Portal; or Procuring Ministry / Department
8	Tool to monitor link	Service provider has to provide facility to IT Division IRDAI, to monitor the SLA parameters and log the Trouble tickets online. IRDAI should also be able to obtain standard reports on the ILL links' Bandwidth Utilization ,Errors (frames/sec), availability, Packet loss (in %), Latency of links etc. through any network monitoring tool / web browser provided by service provider	A Self Certified letter by an authorized signatory
9	Upgrade readiness	All the equipments supplied by the bidder should be capable of handling higher band width in case up gradation is required in the later stage.	A Self Certified letter by an authorized signatory

1.3.2 Technical Evaluation Criteria

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations.

The Services offered should meet all the technical and functional specifications given in the section “Scope of Work”. Non-compliance to any of the technical and functional specification will attract rejection of the proposal.

1.3.3 Commercial Bid Evaluation

- a. The Financial Bids of technically qualified Bidders will be opened on the prescribed date.
- b. The Bidder, who has submitted the lowest Commercial bid, shall be selected as the L1 and shall be called for further process leading to the award of the assignment.
- c. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d. The bid price will **exclude all taxes** and shall be in Indian Rupees.
- e. Any conditional bid would be rejected
- f. Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

1.4 Award of ILL Connectivity commissioning

1.4.1 Award Criteria

- a. IRDAI will award the Contract to the successful Bidder who has submitted the lowest Commercial bid, shall be selected as the L1 and shall be called for further process leading to the award of the assignment.

1.4.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

IRDAI reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for IRDAI action.

1.4.3 Notification of Award

Prior to the expiration of the validity period, IRDAI will notify the successful Bidder in writing or by email, that its proposal has been accepted. In case the tendering process has not been completed within the stipulated period, IRDAI, may like to request the Bidders to extend the validity period of the bid. (In such case, only the bids of the bidders who submit written consent for extension of such bid validity, will be considered for evaluation.)

For each electronic product proposed to be procured, among all technically qualified bids, the lowest quoted price will be termed as L1 and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on.

Upon the successful Bidder's furnishing of Performance Bank Guarantee, IRDAI will notify each unsuccessful Bidder and return their EMD.

1.4.5 Signing of Contract

Post submission of Performance Guarantee by the successful Bidder, IRDAI shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the Bidder between IRDAI and the successful Bidder.

1.5 Fraud and Corrupt Practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the IRDAI shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the IRDAI shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

- b. Without prejudice to the rights of the IRDAI under Clause above and the rights and remedies which the IRDAI may have under the LOI or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the IRDAI during a period of 2 (two) years from the date such Bidder, as the case may be, is found by the IRDAI to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the IRDAI who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the IRDAI, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the IRDAI in relation to any matter concerning the Project;
 - b. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - c. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - d. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by IRDAI with the objective of

canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- e. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

1.6 Terms and Conditions: Post Award of Contract

1.6.1 Termination Clause

1.6.1.1 Right to Terminate the Process

IRDAI reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by IRDAI under the following circumstances:-

- i. The selected Bidder commits a breach of any of the terms and conditions of the bid.
- ii. The Bidder goes into liquidation, voluntarily or otherwise.
- iii. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- iv. If the selected Bidder fails to complete the assignment as per the time lines prescribed in the

RFP and the extension if any allowed, it will be a breach of contract. IRDAI reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.

- v. If deductions of account of liquidated damages exceeds more than 10% of the total contract price.
- vi. In case the selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, IRDAI reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder.
- vii. After award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, IRDAI reserves the right to get the balance contract executed by another party of its choice by giving **one month's** notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which IRDAI may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- viii. IRDAI reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking the bank guarantee under this contract.

1.6.1.2 Consequences of Termination

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], IRDAI shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor bidder to take over the obligations of the erstwhile bidder in relation to the execution/continued execution of the scope of the Contract.
- b. Nothing herein shall restrict the right of IRDAI to invoke the IRDAI Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available IRDAI under law or otherwise.
- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

1.6.2 Liquidated Damages (LD)

- a. Liquidated damages for late commissioning **at 1% (One percent)** of the order value per week will be charged for every week's delay in commissioning to a **maximum of 10%** of the value of the order value.
- b. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- c. IRDAI reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by IRDAI to the Bidder. Liquidated damages will be calculated on per week basis.

1.6.3 Acceptance Tests

The selected Bidder in presence of the IRDAI authorized officials will conduct acceptance test at the site. The test will involve installation and commissioning and successful operation of the hardware, software etc. No additional charges shall be payable by the IRDAI for carrying out these acceptance tests.]

Following tests may be adopted :

- a. Average latency should not be more than 250 ms up to ISPs 1st Tier 1 peering point.
- b. Domestic Latency < 80 Millisecond during peak traffic hours

c. International Latency < 250 Millisecond during peak traffic hours

1.6.4 Penalty

- a. The Bidder shall perform its obligations under the Agreement entered into with the IRDAI, in a professional manner.
 - b. In the event of failure of maintaining performance metrics specified in the SLA, penalties as defined in the SLA would be levied per payment milestone period subject to a maximum of **10% of the payment** for that period.
 - c. IRDAI may recover such amount of penalty from the associated payments, being released to the Implementation Agency.
 - d. If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if IRDAI has to take corrective actions to ensure functionality of its property.
 - IRDAI may impose seek to recover such amounts from the Implementation Agency, to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.
 - IRDAI shall implement all penalty clauses after giving due notice to the Bidder.
- If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the IRDAI reserves
- the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

1.6.5 Dispute Resolution Mechanism

The Bidder and the IRDAI shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between <Nodal Officer> and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such

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dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in <Hyderabad> and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The “Arbitration Notice” should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

1.6.6 Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

1.6.7 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or IRDAI as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics

2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos

3. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or IRDAI shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

1.7 Deliverables & Timelines

The commissioning of the project as per the scope of work shall be completed **within 30 working days** from the date of purchase order.

1.8 Payment Procedure and Terms

1.8.1 Paying Authority

Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/installation/re-installation, live running and service report from the concerned sites where the purchased equipment have been delivered.

1.8.2 Payment Schedules

One time charges will be paid upfront after installation of necessary hardware (Router / Mux etc) for successful commissioning of the ILL connection. The Invoice (Bill) should be generated by the successful bidder for one time charges.

Bandwidth Charges: Bandwidth charges are payable post quarterly after submitting the Utilization Report and raising the Quarterly Invoice (Bill) by the successful bidder. For this the bidder will raise the bills at-least fifteen days in advance before the end of the each quarter. The bidder will be responsible for making payments related to WPC and other clearance charges, if any. IRDAI will not pay any amount to WPC or any other agency directly for any purpose related to commissioning or rental of leased line.

Appendix I: Pre-Qualification & Technical Bid Templates

The Bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

Forms to be used in Pre-Qualification Proposal

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidders

Form 3: Earnest Money Deposit (EMD) Demand Draft (To be submitted by Bidder and scanned copy to be uploaded in website)

Forms to be used in Technical Proposal

Form 4: Letter of Proposal

Form 1: Compliance Sheet for Pre-qualification Proposal

S. No.	Basic Requirement	Documents Required	Provided	Reference Number	Page
1	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory	Yes / No		
2	Particulars of the Bidders	As per Form 2	Yes / No		
3	Earnest Money Deposit	Demand Draft	Yes / No		
4	ISP	Certified copy	Yes / No		
5	Technical Capability	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order	Yes / No		

6	Local Service Capability	The service provider should have independent Network Operation Centre with 24x7 supports to take care of the ILL link management requirements. The service provider should furnish details of Toll Free number for logging complaints	Yes / No		
7	Quality Certifications	a. The Bidder should have the DOT license	Yes / No		
8	Legal Entity	Copy of Certificate of Incorporation; and Copy of Service Tax Registration Certificate ,PAN, GSTIN	Yes / No	-	
9	Debarment	A self certified letter	Yes / No		
10	Tool to monitor link	Service provider has to provide facility to IT Division IRDAI, to monitor the SLA parameters and log the Trouble tickets online. IRDAI should also be able to obtain standard reports on the ILL links' Bandwidth Utilization ,Errors (frames/sec), availability, Packet loss (in %), Latency of links etc. through any network monitoring tool / web browser provided by service provider	Yes / No		
11	Upgrade readiness	All the equipments supplied by the bidder should be capable of handling higher band width in case up gradation is required in the later stage.			

Response except 'Y' or 'N' is not acceptable. If any Bidder provides response other than Y' or 'N' the same will be treated as Not Available i.e. N.

Form 2: Particulars of the Bidders

SI No.	Information Sought	Details to be Furnished
A	Name and address of the bidding Company	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Year of Establishment	
D	Date of registration	
E	ROC Reference No.	
F	Details of company registration	
G	Details of registration with appropriate authorities for service tax	
H	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

Form 4: Letter of Proposal

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

< email id >

Subject: Submission of the Technical bid for <Installation and commissioning of 60 Mbps ILL link at IRDAI HO >

Dear Sir/Madam,

Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide 60 Mbps ILL Connectivity services as required and outlined in the RFP dated <insert date>. To meet such requirements and to provide services as set out in the tender document, we attach hereto the technical proposal as required by the Tender document, which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to the implementation for providing ILL Connectivity Services in Installation, Commissioning, Implementation, and Operation & Maintenance.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of six MONTHS from the date fixed for tender opening and it shall remain binding upon us with full force and virtue.

Until within this period a formal contract is prepared and executed, the RFP, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and IRDAI.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to IRDAI is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead IRDAI as to any material fact.

We agree that you are not bound to accept our or any tender response you may receive against this tender. We also agree that you reserve the right in absolute sense to reject all or any of service specified in the tender response without assigning any reason whatsoever. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in connection with this bid process.

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

Appendix II: Commercial Proposal Templates

The Bidders are expected to respond to the RFP using the forms given in this section for Commercial Proposal.

Form 1: Please fill up the BOQ as per e procurement format.