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OFFICE OF THE COMMISSIONER OF CUSTOMS (GENERAL)
NEW CUSTOM HOUSE, BALLARD ESTATE MUMBAI - 400 001.

F.No. S/43-101/06 CHS Pt-III

Date:02.10.2020

NOTICE INVITING e-TENDER

(E- Tender for Subscription of one Internet leased line connectivity of 100 Mbps symmetric bandwidth without any compression factor (Full Duplex, dedicated (1:1), unshared and uncompressed)

Online e-Tenders are invited by the Commissioner of Customs (General), New Customs House, Ballard Estate, Mumbai from all eligible and experienced/reputed firms, to provide Internet leased line connectivity of 100 Mbps at New Custom House Zone-1, Mumbai under the jurisdiction of **Chief Commissioner of Customs, Mumbai Zone-I, Ballard Estate, Mumbai - 400001**. Details of the services required and other terms and conditions relating to the award of contract are given in the Annexure - I.

The enclosed e-Tender should be submitted in the prescribed e-Tender Form only. The Internet Service Provider should go through the details and sign each and every page of e-tender including its enclosures as a token of acceptance of the terms and conditions of the e-tender.

The e-tender form for qualifying bid prescribed in Annexure -I & II and the e-tender form for the financial bid prescribed in Annexure - III complete in all respects shall be submitted on-line on or before 26.09.2020.

All prospective bidders are invited to submit their bids under Two Bid Systems for the subject work as detailed below in accordance with the tender documents enclosed.

MODE OF TENDERING : e-Tendering through our portal
www.eprocure.gov.in

EARNEST MONEY DEPOSIT : Rs. 10,000/- (Rupees Ten Thousand only/-)

Pre-bid meeting : 11.09.2020

VENUE FOR PBM : CHS Section, Ground floor, New Custom House,
Ballard Estate, Mumbai - 400 001.

LAST DATE AND TIME FOR : 26.09.2020 by 05.00 PM

SUBMISSION OF BID / TENDER

DATE & TIME FOR OPENING : 28.09.2020 at 11:00 AM

TECHNICAL / QUALIFYING BID

DATE & TIME FOR OPENING : 29.09.2020 at 11:00 AM

FINANCIAL BID

Interested bidders may download the Notice Inviting e-Tender from the portal www.eprocure.gov.in . The tender enquiry documents will be available on official website (www.cbec.gov.in, www.mumbaicustomszone1.gov.in) and on <http://eprocure.gov.in> from **03.09.2020**. In the event of any of the above mentioned dates being subsequently declared as a holiday / closed day for this Office, the tenders will be opened on the next working day at the scheduled time.

The e-Tenders should be submitted on-line on the website www.e-procure.gov.in complete in all respects on or before **26.09.2020** in two separate files addressed to the Assistant Commissioner, CHS, office of the Commissioner of Customs (General), New Custom House, Ballard Estate, Mumbai-400001. The technical/ qualifying bid shall be opened by the e-Tender Evaluation Committee on **28.09.2020**. Incomplete bids shall be rejected. The valid bids shall be scrutinized by the e-tender evaluation committee to shortlist the eligible bidders. Thereafter, the financial bids of the short listed bidders shall be opened on **29.09.2020** by the e-tender evaluation committee.

Bidders shall submit the technical as well as the financial bid through e-tendering portal only. Bids submitted by courier/ post/ in person shall not be accepted in this tender.

The Bidder should clarify any doubts/queries regarding the specification/brand from the Inspector/Superintendent of Customs, on any working day between 11.00AM to 5.00 PM before **22.09.2020**. **The Bidder should fulfil pre-qualification conditions of the e-Tender and should sign each and every page of the e-tender including the annexure as a token of acceptance of having read and understood all the terms and conditions contained therein' and submit all documents attested by the authorized person along with the bid. The e-tender form shall be rejected if it is not complete in all respects.**

(Kenneth D'Souza)
ASSTT.COMMISSIONER OF CUSTOMS
CHS/ NCH, MUMBAI.

Encl: - Annexure I to V

Copy to:

- i. Notice Board
- ii. EDI for posting on Mumbai Customs website.

ANNEXURE - I

- 1) **Eligibility Criteria/Technical Qualification:** - The bidder should satisfy the below mentioned criteria and should invariably submit valid documentary evidence to support the eligibility claim:
- A) The tenders shall enclose an EMD amount of Rs. 10,000/- from Nationalized Bank/Scheduled Bank in the form of Account Payee Demand Draft/Fixed Deposit Receipts/Banker's Cheques or Bank Guarantee drawn in favour of 'RBI A/c Principal Commissioner of Customs (G)'. Tender without EMD will not be processed further. The EMD must be sent to the address: - The Asstt. Commissioner of Customs, CHS Section, Ground Floor, Ballard Estate, New Custom House, Mumbai - 400 001 on or before the last date of submission of bids. The EMD of unsuccessful bidders will be returned as early as possible. If the party fails to provide services within a stipulated time, the Demand Draft/Bank Guarantee will be forfeited and the contract will be awarded to the next successful bidder who has quoted the next lower bid.
 - B) On acceptance of bid, the service provider will have to submit performance guarantee of an amount equivalent to 5% of the value of the entire period of the contract in the form of Bank Guarantee from a nationalized Bank drawn in favour of 'RBI A/c Commissioner of Customs (G)'. The EMD will be returned to successful bidder after producing Bank Guarantee.
 - C) The bidder should be duly registered with the concerned Central/State Govt. authorities and should be well established Service Provider (Agency/Firm) (herein after referred to as the agency/firm) preferably having experience to provide internet services to Central/State Government or PSUs to which they have extended similar services in past two years.
 - D) The Firm should also have a minimum turnover of Rs. 10, 00,000/- (Rupees Ten Lakhs/-) per annum in the last three years.
 - E) He should possess a Shop & Establishment Certificate, G.S.T. and Income-tax Registration Certificate & PAN Card.
 - F) Rates once finalized will be valid for a period of one year.
 - G) The bidder should be a company registered under the Companies Act, 1956/2013 and should have been in the business for more than 5 years. The following documents may be submitted in support: a.) Copy of Certificate of Incorporation, b.) Copy of Memorandum & Articles of Association.
 - H) The bidder should not have been debarred or blacklisted by any Central / State Government or any State Government Department(s) and the bidder should not have any litigation pending in any of the Court(s). An affidavit to that effect on Non-Judicial Stamp paper of 100/- duly notarised shall be enclosed with the technical bid.
 - I) Bidder must have a valid Category "A" ISP / UASL license from Government of India. Copy of document showing ISP License No. (with date) along with a copy of the License Agreement for the provision of Internet Service issued by Government of India/TRAI/DoT to be enclosed in the technical bid.
 - J) Bidder should have its own International gateways & gateways should be operational. DOT License/Certificate for the same to be provided in the technical bid.
 - K) Bidder has to submit their clientele list. A list of clients where similar services have been provided in the past three years should be furnished with particulars like name of the organization, bandwidth supplied, contract start date, contract end date, name, address & phone number of contact person.
 - L) The bidder must have a fully functional Customer Service Centre(s) / contact support centre with 24 X 7 X 365 support. The bidder should have Toll Free number for fault registering, operating on 24 X 7 X 365 basis. List of Customer Service Centre(s) must be enclosed with technical bid enclosed.
 - M) The bidder should have executed (during last 3 years) at least one project for implementation of internet bandwidth of capacity 100 Mbps or above. Detail of such projects to be provided.
 - N) Bidder should have online tools to monitor the link performance.
 - O) The bidder should have adequate bandwidth at the backend to provide the service.

- P) The bidder should have local peering within India with at least one other Category "A" ISP.
- Q) The bidder should ensure that the local loop provisioning does not violate any regulations as laid by Government of India / TRAI in respect of such links / networks. Bidder shall be responsible for making all the payments towards the local loop charges / rentals/WPC charges etc.
- R) The bid of any bidder who has not complied with one or more of the conditions of eligibility criteria and / or fail to submit the required documents as required / or mentioned in tender document are liable to be summarily rejected.
- S) The Institute reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to the award of contract without assigning any reason whatsoever.

2) **LOCAL CONDITIONS:** It shall be the responsibility of each tenderer to fully inform / acquaint / familiarize itself with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract. All bidder(s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions. The department shall presume that the tenderer has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by Institute, on the basis of any non-clarity of information about local conditions being pleaded by the bidder. Further, no claim for any financial adjustment shall be entertained by the department under any circumstances as part of the contract awarded on this tender document.

3) **INSTALLATION & COMMISSIONING:** Project shall be completed within one weeks from the date of issue of the Letter of Intent (LOI) / Work order. All the aspects of safe delivery, installation, commissioning and uplink of the connectivity shall be the exclusive responsibility of the Service Provider. If the Service Provider fails to uplink the connectivity by the specified date, then the penalty at the rate of 1% per week of the total order value subject to maximum of 10% of total order value will be deducted and thereafter the offer shall automatically stands cancelled.

4) **SERVICE PROVIDER OBLIGATIONS:** The Service Provider shall be responsible for providing the Internet leased line connectivity of 100 Mbps symmetric bandwidth without any compression factor (Full Duplex, dedicated (1:1), unshared, and uncompressed) with last mile connectivity on fibered to be terminated at UTM at New Custom House Zone-1 Ballard Estate, at all the time throughout the contract period.

a. The Service Provider shall be responsible for New Custom House Zone-1, commissioning and configuring of hardware and uplink of connectivity.

b. Liaisoning (if required) with other firm(s) for obtaining point to point connectivity between ISP node and department, shall be the responsibility of the Service Provider.

c. The Service Provider would insure that the local loop provisioning does not violate any regulations as laid by Government of India / TRAI in respect of such links / networks. Service Provider shall be responsible for making all the payments towards the local loop charges / rentals/WPC charges etc.

d. The Service Provider will do preventive maintenance once a quarter for upkeep of the systems running. The schedule will have to be adhered to strictly by him.

5) **SERVICE LEVEL GUARANTEE:**

a. The Service Provider shall provide Internet leased line connectivity of 100 Mbps symmetric bandwidth without any compression factor (Full Duplex, dedicated (1:1),

unshared, and uncompressed) with last mile connectivity on fibre at all the time (24 X 7 X 365) at New Custom House Zone-1.

b. To provide Internet Router Port at ISP Gateway for required Bandwidth.

c. Packet Losses: Less than 1 % (Average over 1000 ping) at any given point of time to any part of Country / ISP Internet gateway.

d. Latency: Less than 100ms from The department to ISP's tier 1 peering point. Latency will be randomly checked on daily basis. In case of non-adherence latency limit, the link will be considered as down with effect from time of detection till the time is restored.

e. Network Availability (uptime): More than 99.9 % per month.

f. National Backbone should be available on the same ISP.

g. Reports for performance, monitoring / usage to be submitted by the ISP on monthly basis.

h. Downtime Calculation: Downtime shall be calculated as (Total Time - Down Time) X 100/Total Time. Deduction in payment will be made for downtime in the six monthly bills raised by the ISP.

i. The response time for attending the faults will be 1 hour after they are reported to the ISP. The ISP will rectify the faults within 12 hours failing which; the bidder will arrange temporary replacements. The services shall be provided 24 X 7 days in a week.

j. Mean Time to Repair (MTTR), Packet loss and Link failover will be calculated from network Management System (NMS) at Institute side or through ISP portal.

k. Downtime penalty in percentage of monthly payment:

Sr. NO.	Downtime	Penalty in % on six monthly bill
1.	>= 99.9%	0
2.	> 99.5 to < 99.9	10
3.	> 99 to < 99.5	20
4.	> 98.5 to < 99	30
5.	> 98 to < 98.5	50
6.	> 95 to < 98	70
7.	< 95%	100

l. Link down due to power failure / or any situation which are beyond the control of service provider.

m. Due to schedule maintenance by the Service Provider, with prior approval of department.

6) **OTHER TERMS AND CONDITIONS:**

1. Bidders shall submit the financial bids strictly as per the format attached with this e-tender. Financial bids containing any fresh conditions (not mentioned in the technical bid) shall be liable for rejection. Bids must be submitted within the stipulated date and time as indicated in the tender and should be valid for a period of 90 days from the

final date of submission of e-tender.

2. Any bidder who wishes to quote against this tender may download the bidding documents from this office website (www.eprocure.gov.in) and submit the bids complete in all respect online on or before the due date/time along with an undertaking that the contents of the bidding documents have not been altered or modified.
3. The bidders are required to submit scanned copies of all certificates/documentary evidences towards the proof of meeting the eligibility criteria along with other requisite documents through our e-tender system. Non-submission of the scanned copies of the requisite certificates/documents shall render the bid non-responsive and shall be liable for rejection.
4. This is zero deviation e-tender. Bidders are strictly advised to confirm compliance of tender conditions and not to stipulate any deviations in their offer. Subsequent to bid submission, this office shall not seek confirmation/clarifications and any bids which are not in line with tender conditions shall be liable for rejection. Bidders are also requested to submit the documents/confirmations strictly as per the check list enclosed. Any change in bid after the due date of submission is not allowed.
5. The Office of the Commissioner of Customs (General) reserves the right to cancel the contract at any time after acceptance of the same with a notice. The Contractor/Supplier shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work/supply in full but he did not derive in consequence of the foreclosure of the whole or part of the works. The Contract shall be valid for a period of one year i.e. from the date of issuance of the contract. OFFICE OF THE COMMISSIONER OF CUSTOMS (GENERAL) reserves the right to terminate the Contract awarded at any time during the currency of the Contract without assigning any reasons by **giving one month's notice in advance** in writing. The Successful Contractor shall be required to give three month's advance notice in writing for termination of the contract, failing which due action shall be taken. If all or part of the contract is terminated in accordance with the provisions contained above, the Office of the Commissioner of Customs (General) shall pay charges up to the effective date of termination. However, the termination of the contract shall not relieve the contractor of any of his obligations imposed by the contract with respect to the work performed by them prior to such termination.
6. A prospective bidder requiring any clarification of the e-Tender document may contact the concerned official (Superintendent of Customs- CHS Dept.) at the scheduled date and time of the pre-bid meeting. Bidders are requested to attend the pre-bid meeting so that their queries, if any, related to the tender/scope of work; e-tendering can be addressed during the meeting.
7. At any time prior to the last date of receipt of bids, Office of the Commissioner of Customs (General) may for any reason, whether at its own initiative or in response to a clarification requested by prospective bidders, modify the e-tender documents by an amendment.
8. The Office of the Commissioner of Customs (General) reserves the right of accepting any bid other than the lowest or even rejecting all the bids without assigning any reasons thereof and it shall also, at its own discretion extend the last date of receipt of bids. The decision of the Office of the Commissioner of Customs (General) is final in all the matters of e-tender and purchase.
9. Prior to the commencement of the Contract, officials from the OFFICE OF THE COMMISSIONER OF CUSTOMS (GENERAL) shall inspect office of the service provider.

10. The ISP shall undertake that he shall comply with all conditions laid down under all applicable statutes, licenses and permissions and undertakes to keep all licenses and permissions valid and subsisting during the period of contract failing which this service agreement shall be liable to be terminated without notice or compensation or any payment whatsoever at the sole discretion of the Department.
11. All disputes and differences arising out of or in any way concerning the contract shall be settled after holding necessary discussions between the parties. However, in the event of any dispute/differences remaining unsolved, the same shall be referred to a sole Arbitrator to be appointed by the Department for this purpose. The decision of the Arbitrator shall be final and binding on both parties.
12. The contractor shall not engage any subcontractor for rendering the services mentioned in this contract.
13. The department shall be the sole authority to decide on the quality of service rendered by the Contractor. In case the performance of the Contractor is found unsatisfactory, the Department shall have the right to terminate the agreement without notice or compensation or any payment whatsoever at the sole discretion of the Department.
14. The Department shall have the right to withhold any reasonable sum from the amount payable to the Contractor under this contract, if the contractor commits breach of any of the terms and conditions of this agreement or if he fails to produce sufficient proof to the satisfaction of the department as to the payment of all statutory and other dues or compliance with other obligations.
15. The Income Tax as per Rules shall be deducted from the bill. All statutory deductions such as TDS, etc. wherever applicable, but not limited to this list indicated, shall be deducted from the bills payable to the Successful Contractor at the applicable rates from time to time.
16. If the contractor fails to carry out the work in conformity with the contract documents or if he suspends the work without proper authority or if he fails to execute the work to the proper satisfaction of the authority or commits breach of contract then, the Office of the Commissioner of Customs (General) shall have the power to take possession of the materials and stock thereon and to rescind the contract, following which he shall not be entitled to any dues for the remaining period of the contract. In such case, the Office of the Commissioner of Customs (General) shall have power to sell in such manner and for price as it may think fit all materials, pertaining to the contractor and to recover the said deficiency out of the proceeds of the sale.
17. Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the duration of contract.
18. The rates quoted by the Contractor shall be firm during the period of contract.
19. The price to be paid by the Office of the Commissioner of Customs (General) to the contractor for the whole of the work to be done and the performance of all the obligations undertaken by the contract as per the terms of the contract shall be ascertained by the application of the respective price schedule and payment shall be made accordingly to the work actually executed and approved by the Office of the Commissioner of Customs (General).
20. The Department shall have the right to withhold any reasonable sum from the amount payable to the Contractor under this contract, if the contractor commits breach of any of the terms and conditions of this agreement or if he fails to produce sufficient proof to the satisfaction of the department as to the payment of all statutory and other dues or compliance with other obligations.

21. The contractor shall furnish an undertaking to the effect that none of its Directors/Partners/Owner or associates have been convicted under any law of the land. The undertaking should also mention if any legal proceedings are initiated and are pending against them under any law of the land anywhere in India.
22. Office of the Commissioner of Customs (General) reserves the right to reject any or all e-Tenders without assigning any reason thereof at any stage of the process.

7) **DATE OF OPENING OF e-TENDER APPLICATION ENVELOPES:**

Technical/qualifying Bid: - 28.09.2020 at 11.00 AM
Financial Bid: - 29.09.2020 at 11.00 AM



(Kenneth D'Souza)
ASSISTANT COMMISSIONER OF CUSTOMS,
CHS, MUMBAI ZONE-I

Copy to:

- I. Notice Board, CHS.
- II. EDI for posting on Customs Website and E-procurement.

ANNEXURE II**TECHNICAL/QUALIFYING BID FORM FOR ONE INTERNET LEASED LINE CONNECTIVITY OF 100 MBPS SYMMETRIC BANDWIDTH WITHOUT ANY COMPRESSION FACTOR (FULL DUPLEX ,DEDICATED (1:1),UNSHARED AND UNCOMPRESSED AT NEW CUSTOM HOUSE ZONE-1MUMBAI**

1	NAME OF THE CONTRACTOR	
2	TYPE OF ENTITY -PROPRIETARY FIRM, PARTNERSHIP FIRM, PVT. LTD. COMPANY	
2	ADDRESS	
3	TEL NO./FAX NO./MOBILE NO.	
4	NAME OF THE CONTACT PERSON	
5	TEL. NO./MOBILE NO. OF CONTACT PERSON	
6	EMD DETAILS @ Rs.10,000/-	DD NO. _____/ Date:
7	CERTIFICATES TO BE ENCLOSED	
	GST REGISTRATION DETAILS,PAN DETAILS, SERVICE TAX REGISTRATION, SHOP AND ESTABLISHMENT REGSITRATION (GUMASTA LICENSE) DETAILS AND ISO CERTIFICATE DETAILS	
8	ANNUAL TURNOVER OF PREVIOUS THREE FINANCIAL YEARS DETAILS (ALONG WITH COPY OF PROFIT & LOSS A/C, BALANCE SHEET, AUDIT REPORT AND INCOME TAX RETURNS OF SAID THREE YEARS TO BE ENCLOSED)	
9	EXPERIENCE IN INTERNET SERVICES WITH DETAILS OF CONTRACTS IN PREVIOUS THREE FINANCIAL YEARS (RELEVANT ANNEXURE IV TO ENCLOSED)	
10	ANY EMPLOYEE OF THE OFFICE OF COMMISSIONER OF CUSTOMS ON YOUR BOARD OR SHARE HOLDER IN CONTRACTOR'S ENTITY	YES/NO, if yes, please provide details
11	HAVE YOUR ANY DIRECTOR/PARTNER/ENTERPRENUER CONVICTED UNDER LAW	YES/NO, If yes please provide details
12	HAS YOUR FIRM/COMPANY BLACK LISTED AT ANY TIME IN PAST BY ANY ORGANIZATION	YES/NO, If yes please provide details
13	ANY OTHER INFORMATION CONTRACTOR MAY LIKE TO FURNISH (MAY BE FURNISHED IN SEPARATE ENCLOSRE)	

DECLARATION

I/We hereby certify that information furnished above is true and correct to the best of my/our knowledge. I /We understand that if any deviation is found in above statement at any state I/We shall be blacklisted and will not have any dealing with the department in future.

I hereby confirm that I am authorised to sign the Tender Document.

Date:-

Place:-

Sign:-

Name:-

Designation: -

Co. Name & Seal

ANNEXURE III
FINANCIAL BID DOCUMENT

1. Name of the Service Provider :

2. Address of the Service Provider :
(With Tel. No., Fax E-Mail):

3. Name & Address of the Partners/Director :
(With Mobile No.):

4. Contact Persons(s) (With Mobile No.) :

Name Of Work			
Internet leased line connectivity of 100 Mbps symmetric bandwidth without any compression factor (Full Duplex, dedicated (1:1), unshared and uncompressed)			
Installation Charges if any			
Applicable taxes			
Amount per year			

Total Cost in Words: _____

Note:

1. The rate should be inclusive of all taxes etc.
2. The services of the above personnel are required throughout the year round the clock.

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them and all of it is included in cost.

(Signature of contractor with seal and Date)

ANNEXURE V**PERFORMANCE REPORT OF CONTRACT**

(Furnish this information for each individual contract in the following format from the employer for whom the contract was executed - minimum 2 to be submitted)

1. Name of Contract & Location:

2. Agreement No. :

3. Annual Value of Contract :

4. Date of Start :

5. Date of Completion :

6. Performance Report :
 - i) Quality of service : Excellent / Very Good / Good / Fair

 - ii) Resourcefulness : Excellent / Very Good / Good / Fair

7. Any penalty imposed for bad performance :

8. Any litigation pending :

(Signature)

Senior Level Officer of the Client with complete contact details

(Seal of the Organization)

Date: