

DELHI ELECTRICITY REGULATORY COMMISSIONTENDER DOCUMENTMarch 2020

Tender No. F.18(16)IT/DERC/2009-10/Part 1

Name of work: Supply and Installation of 1:1 wired lease line for Internet connectivity of speed 40 mbps in the premises of DERC.

Complete bid document which includes Notice Inviting Tender Sheet, General Terms and Conditions, Technical Bid, Financial Bid and Formats etc. can be downloaded from DERC website: www.derc.gov.in. Any amendment(s)/ corrigendum / clarifications with respect to this Bid shall be uploaded on the above website only. The Bidder should regularly follow up for any Amendment / Corrigendum / Clarification on the above website.

Sub: Supply and Installation of 1:1 wired lease line for Internet connectivity of speed 40 mbps in the premises of DERC.

Dear Sir/Madam,

1. The Commission intends to carry out the work, which includes Supply and Installation of 1:1 wired lease line for Internet connectivity of speed 40 mbps in the premises of DERC.
2. The **Notice Inviting Tender sheet** is enclosed at **Annexure 1**.
3. The **General Terms & Conditions** are enclosed at **Annexure 2**.
4. The **Technical Bid** to be submitted in the letter head of the bidder in the format provided at **Annexure 3**.
5. The **Technical Specifications** for Internet Lease Line works to be submitted in the letter head of the Bidder and to be submitted along with **Technical Bid** are enclosed at **Annexure 4**.
6. The **Financial Bid** to be submitted in the letter head of the Bidder in sealed cover as per schedule of requirement is enclosed at **Annexure 5**.
7. Format of 'Performance Bank Guarantee' (PBG) is enclosed at **Annexure 6**.
8. The last date and time of receipt of tender is 07.04.2020 at **1500 Hrs**.
9. Tenders received after stipulated date and time will not be considered. The Tenders received within the stipulated date and time will be opened by the Purchase & Works Committee as per following schedule:
 - **Technical Bid:** Last date of submission i.e. 07.04.2020 at **1600 Hrs**.
 - **Financial Bid:** Bid opening will be intimated by DERC to qualified bidders after technical evaluation.

(Nalini Dubey)
Personnel Officer

Annexure-1

Notice Inviting tender sheet		
Tender No :	F.18(16)IT/DERC/2009-10/Part 1	
Organization Name :	DELHI ELECTRICITY REGULATORY COMMISSION	
Contact Details	Official's Name	Nalini Dubey, Personal Officer
	Address	O/o the Secretary ,DERC , Viniyamak Bhawan, C -Block, Shivalik, Malviya Nagar, New Delhi -110017 PH : 011-26673608/41080417
	City	New Delhi
Name of Work :	Supply and Installation of 1:1 wired lease line for Internet connectivity of speed 40 mbps in the premises of DERC.	
Mode of Tender Submission :	Sealed bid	
Tender Type :	Open	
Type of Contract:	Works	
Last date & time of submission of tender document :	07.04.2020 at 15.00 hrs	
Date & time of opening of tender document :	07.04.2020 at 16.00 hrs	
Base Currency :	INR	
Payment Details		
EMD Amount (INR):	Rs. 10,000/-	
Bid Validity Period (Days):	90 Days	
Project Duration :	30 days	
Eligibility Criteria :	1. Average annual financial turnover of the Bidder during the last three years, ending 31st March 2019 should be minimum Rs. 4 Lakh. 2. The Bidder should have experience of having successfully completed similar works in any department of Central Govt. or Central autonomous body or Central PSUs or any department of State Govt. or State autonomous body or State PSUs during last Seven Years ending previous day of last date of submission of tender: a. Three similar completed works each costing not less than Rs. 1.6 Lakhs or b. Two similar completed works each costing not less than Rs.2 Lakhs or c. One similar completed work costing not less than Rs.3.2 Lakhs (Similar work means: Supply and Installation of 1:1 wired lease line for Internet connectivity) 3. The Bidder should have Goods and Service Tax (GST) registration. 4. The Bidder should either have EPF registration or submit a self declaration that EPF is not applicable to the Bidder, with reasons thereof. 5. The Bidder should either have ESI registration or submit a self declaration that ESI is not applicable to the Bidder, with reasons thereof. 6. The Bidder shall file a self-declaration that they have not been black listed/debarred by any department of Central / State Government/ PSU in last 5 years	
Documents to be submitted :	1. A Power of Attorney duly notarized by the Notary Public, indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is	

- binding upon the Bidder during the full period of its validity.
2. A document showing the financial turnover of the Bidder during last 3 years, certified by the CA or copy of the balance sheet, profit & loss account signed by auditors.
 3. Completion certificates of works. The completion certificate should be signed by an officer not below the rank of the officer who signed the award letter.
 4. Goods and Service Tax (GST) registration letter.
 5. Copy of PAN card of the bidder.
 6. EPF registration letter/self declaration regarding its non-applicability.
 7. ESI registration letter/self declaration regarding its non-applicability.

Note-

1. EMD in the shape of Demand Draft in favour of "Secretary, Delhi Electricity Regulatory Commission, New Delhi" should be of exact amount and should not have been issued by the bank before the date on which NIT was published on the website.
2. The Bidder shall attach self attested photo copies of all the above documents along with his bid.
3. The Bidders furnishing false /fabricated experience certificate /documents shall be debarred from participating in DERC future tenders.

Nalini Dubey,
Personal Officer

Annexure 2

General Terms & Conditions

1. **Description of Work.** Supply and Installation of 1:1 wired lease line for Internet connectivity of speed 40 mbps in the premises of DERC.
2. **Period of Contract.** The period of contract shall initially be for three years from the date of commissioning. DERC reserves the right to extend the contract for a further period of three years, based on the performance of the bidder.
3. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs.10,000/-** along with their bids. However, Bidders registered with Micro Small and Medium Enterprises / National Small Industries Corporation (MSME/NSIC) are exempted from depositing EMD as per the provisions of GFR 181. The EMD is to be submitted in the form of an Account Payee Demand Draft in favour of "*Secretary, Delhi Electricity Regulatory Commission*" payable at New Delhi from any of the Public Sector Banks. The EMD or MSME/NSIC certificate is to be submitted in a separate sealed envelope which shall be opened first. In case, there is no appropriate EMD or MSME/NSIC certificate in that envelope, then the Technical & Financial Bids will not be opened for that Bidder. Bids without EMD will be rejected as non responsive.
4. EMD of the unsuccessful bidders will be returned after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the successful completion of work.
5. **Manner of depositing the Bids**
 - i. **Bids shall be submitted in three envelopes, namely;**
 - (i) Earnest Money Deposit
 - (ii) Technical bid along with technical specifications (Annexure- 3 & 4)
 - (iii) Financial bid (Annexure- 5)

The envelopes shall mention name of assignment and content of envelope (Technical Bid/Financial Bid/EMD) at the top, and the name of the submitting bidder at the left hand corner of the envelope. The bids shall be submitted in the enclosed formats.
 - ii. **These three envelopes shall be sealed in a large envelope. This envelope shall mention name of assignment at the top and the name of the submitting bidder at the left hand corner of the envelope.**
 - iii. Earnest Money Deposit of Rs. 10000/- (Rupees Ten Thousand only) in form of Demand Draft in favour of Secretary, DERC, payable at New Delhi, shall be kept in a separate sealed envelope. **In case, separate envelope carrying suitable EMD is not found in the large envelope, technical bid of such bidders shall not be opened.** Any tender not accompanied by acceptable Earnest Money Deposit will be summarily rejected as non-responsive.
 - iv. The Technical bid shall comprise of duly filled Annexure-3 & 4 along with all enclosures specified at Annexure-3. **In case all the documents in support of eligibility criteria mentioned in Annexure-3 are not found enclosed in the technical bid envelope, the bid shall be summarily rejected as non-responsive and financial bid of such bidders shall not be opened.** All Technical documents like literature, catalogues, etc., if any, shall be placed in the same sealed cover of technical bid. The technical bid shall not indicate particulars of the Financial bids otherwise the bids shall be liable to be rejected.

- v. Each page of bid should be numbered and signed by the authorized signatory with the seal of the Bidder. Further, any cutting, addition or overwriting on any page of the bid, shall be clearly marked and signed by the authorized signatory.
- vi. A Power of Attorney duly notarised by the Notary Public, indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity, shall be submitted.
6. No change in the amount of bid shall be permitted after submission of the bids. All the documents shall be duly signed and stamped by authorized person of bidder/supplier.
7. Sealed Bids should be either dropped in the Tender Box placed at Commission's Reception or sent by registered post at the address of Commission so as to reach on or before by 1500 Hrs on 07.04.2020. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or E-mail will not be considered.
8. Bidders are advised to visit the O/o DERC to assess the required work and familiarize themselves with the local conditions and the work involved. The Bidders may, accordingly, quote their rates for the required work.
9. **Technical Specifications.** Internet connectivity of speed 40 mbps in the premises of DERC shall strictly be as per the specifications (Annexure-4).
10. **Time and date for opening of Bids.** The bids will be opened on 07.04.2020 **at 1600 Hrs.** If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by DERC. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids. This event will not be postponed due to non-presence of representative of the bidder.
11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction, unsigned bids shall be summarily rejected and may lead to forfeiture of EMD. Conditional/part tenders will also be rejected.
12. **Validity of Bids.** The prices quoted in the Bids shall remain valid for **90 days** from the last date of submission of the Bids.
13. **Bid Tender amount, Taxes and Duties.** The Bidder shall quote separately, the base price, and applicable taxes and duties. The evaluation of the Financial Bids will be based on the total price, i.e., base price + Taxes. The base price shall be firm and final. No escalation whatsoever shall be payable. The applicable taxes and duties shall be paid as per actual.
14. The successful bidder shall sign an agreement within 10 working days of issuance of Work Order by the Commission and also simultaneously furnish a "*Performance Bank Guarantee*" of 10% (Ten percent) of the Contract value in form of Bank Guarantee/Fixed Deposit Receipt / Demand Draft in favour of "*Secretary, Delhi Electricity Regulatory Commission*", to be initially valid upto a period of 39 months from the date of award, and extendable thereafter for any such period as required by DERC. In case, the

successful bidder fails to furnish the desired "Performance Bank Guarantee" within stipulated time period, the Commission reserves the right to terminate the Contract.

15. **Terms of Work Order.**

The successful bidder shall have to complete the works within 30 days from the date of Work Order unless the period is extended by mutual agreement.

16. **Liquidated Damages.** The works of **Supply and Installation of 1:1 wired lease line for Internet connectivity of speed 40 mbps in the premises of DERC** mentioned in BOQ shall be completed within the time schedule as indicated herewith. The Contractor shall be liable to pay liquidated damages as compensation for an amount equal to 0.25 % of the contract price of the whole work for every day's delay but not exceeding 10% on the total value of the order.

17. The ISP should have a fully functional Customer Service Centre in New Delhi, which is operational 365x7x24 hours (attach certificate).

18. The Bidder will rectify the faults within 4 hours after they are reported to the Bidder, failing which; the Bidder will arrange temporary replacements. The services shall be provided 24 hours & 7 days in a week.

19. Reports for performance, monitoring / usage to be submitted by the ISP on weekly or monthly basis or as per requirement of DERC.

20. **Payment terms**

(a) Payment for providing the lease line service shall be made on quarterly basis at the end of the quarter on certification by the appropriate authority in DERC.

(b) The invoice shall be raised in favor of "*Secretary, Delhi Electricity Regulatory Commission*".

(c) Payment will be released through RTGS/NEFT/IMPS in the name of Contractor.

21. In case the service level agreement (SLA) as specified in the technical specifications is not met, the payment for the quarter shall be made on pro-rata basis in proportion to the up-time achieved during the quarter. However, in case, the service level agreement (SLA) is achieved, full payment for the quarter shall be made.

22. **Duration of Contract** This contract is initially valid for one year and based on the performance it may extended for another two years on yearly basis with same terms and conditions & rate.

23. **Termination of Contract.** The Commission shall have the right to terminate this Contract in part or in full in any of the following cases, if:-

(a) The work is delayed for more than 15 days beyond the scheduled date indicated in the Work Order, for reasons attributable to the Contractor.

(b) The Contractor is declared bankrupt or becomes insolvent.

(c) For any other reasons which is in the opinion of Commission warrants cancellation of contract award.

24. In case the successful bidder fails to fulfill its obligations, the Commission would be entitled to forfeit the Performance Bank Guarantee furnished by them.

25. **Indemnity Bond.** The successful Bidder shall submit an indemnity bond, indemnifying DERC from the following, on a stamp paper of Rs. 100 duly signed by the authorized signatory within 3 working days from the date of work order, and before commencement of work at site:

- (a) Any third party claims, civil or criminal complaints /liabilities, site mishaps, fire hazards & other accidents including death of any person/s or dispute and /or damages occurring, or arising out of any mishaps at site due to his/his employee/representative fault or negligence.
- (b) All claims, demands, actions, proceedings, losses, damages, liabilities, cost, charges, expenses or obligations that are occasioned to or may occasion to the Contractor as a result of nonpayment of any statutory dues levied/Taxes e.g. leviable on the Contractor or the Contractor committing breach of any of the rules, regulations, orders, directives, instructions that may be issued by any authority under the Central Government/State Govt. or any statute or law for the time being in force.
- (c) Any damages, loss, death or expenses due to or resulting from any negligence or breach of duty on his/his employee/representative part.

26. Electricity & Water for erection, commissioning and testing of equipment shall be provided by DERC free of cost. However, DERC does not guarantee the continuity of supply and no compensation whatsoever shall be allowed on this account.

27. The work shall be carried out by the Contractor in a manner complying in all respect with the requirement of relevant bye-laws/orders of the Local/Municipal bodies and pay all fees and charges which may be leviable at his own cost. Wherever local bye-laws require engagement of licensed Plumbers/Electrical inspectors or any other specialized persons, the Contractor shall engage them at his own cost. The completion certificates, wherever applicable, to meet the statutory obligations, shall be arranged by the Contractor.

28. The Contractor shall provide, at his own cost, all materials, plants, tools, equipments, appliances, implements, Ladder, cordages, tackle, scaffolding and temporary works, required for proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the DERC as to any matter under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage thereof to and from the work. The Contractor shall deploy without charge the requisite personnel with means and materials, necessary for the purpose of setting out the works, counting, weighting, and assisting in measurements or examination of the work from time to time.

29. The sealed proposal should be submitted to the following address:-

The Secretary,

Delhi Electricity Regulatory Commission,
Viniyamak Bhawan, C-Block, Shivalik,
Malviya Nagar, New Delhi-110017.
Ph. No.: 011-26673608, 41080417

30. DERC reserves the right to accept or reject any/all proposals without assigning any reason or incurring any liability whatsoever.

(Nalini Dubey)
Personnel Officer

Annexure-3**TECHNICAL BID****(In the letter head of Bidder)**

1.	Full name of the Agency	
2.	Complete Address	
3.	Name of Proprietor / Partners / Directors	
4.	Contact Number	Office : Residence
5.	Commercial Registration Number (enclose proof)	
6.	PAN Number, (attach copy of PAN Card)	
7.	GST Number (enclose a copy)	
8.	Turn Over of last 3 financial years i.e., FY 2018-19, FY 2017-18 & FY 2016-17 (enclose CA certificates) or 3 year copy of the Balance sheet and profit and loss accounts duly signed by the Auditor.	
9.	Bank Account Details	
10.	EPF & ESI registration (enclose proof)	

Declaration:

I/We hereby declare the I/We have read & understood all the terms & conditions mentioned in the Tender inviting letter and I/We undertake myself/ourselves to abide by them. I/We further, declare that all the information given above is true.

I further declare that my/our Firm has never been blacklisted / debarred by any department of Central / State Government/ PSU in last 5years.

Enclosures with technical bid:

- a) *A Power of Attorney duly notarised by the Notary Public, indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity.*
- b) *CA certificate in support of last three years turnover or copy of the Balance Sheet and Profit & Loss accounts duly signed by Auditors.*
- c) *Copy of valid Goods & Service Tax of Delhi state.*
- d) *EPF registration letter/self declaration regarding its non-applicability.*
- e) *ESI registration letter/self declaration regarding its non-applicability.*
- f) *Copy of PAN card.*
- g) *Completion certificates of works.*
- h) *Annexure-4*

(Signature of Bidder)

Place:

Name

Date:

Designation

Annexure-4**TECHNICAL SPECIFICATIONS**

1.0 Technical Specifications. Supply and Installation of Internet leased line 40mbps in the premises of DERC by the bidder shall strictly conform to the technical specifications as mentioned below:

1. The service level agreement (SLA) shall be signed assuring minimum 99.5% up time. 99.5% Uptime shall be calculated as $(\text{Total Time} - \text{Down Time}) \times 100 / \text{Total Time}$ on quarterly basis.
2. The lease line connection will be terminated in one of the many switches installed in DERC networks.
3. The service provider will provide 6 static IP addresses to DERC free of cost.
4. Bidder shall clearly specify on their bids the call logging procedure, repair time in case of any break down or interruption of service.

(Signature of Bidder)

Name

Designation

Place:

Date:

Annexure-5**FINANCIAL BID**
(In the letter head of Bidder)**Supply and Installation of 1:1 wired lease line for Internet connectivity of speed 40 mbps in the premises of DERC**

To,

The Secretary,
DERC, New Delhi.

Sir,

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
2. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish applicable Performance Bank Guarantee for obtaining the Work Order.
3. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or has been blacklisted / debarred by any department of Central / State Government/ PSU in last 5years, nor any criminal case registered against them / the firm. I/We further undertake to report to Secretary DERC, New Delhi immediately if any such action is taken in future against the Firm / Proprietor / Partners / Directors.

Financial Bid - for Supply and Installation of 1:1 wired lease line for Internet connectivity of speed 40 mbps in the premises of DERC, our lowest rates Exclusive of all taxes are as given below:-

S.No.	Items	Amount (in Rs.)
1.	Annual recurring charge for connectivity of internet lease line inclusive of one time installation, extra-equipment, router etc. Note: The service provider will provide 6 static IP addresses to DERC free of cost.	
	TOTAL	

Taxes & duties

Tax Head	Rate (%)	Amount(INR)
Grand Total (Base price + Taxes & duties) (INR)		

(Signature of Bidder)
Name

Designation

Place:

Date:

Signature of Authorized signatory

Annexure-6

BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act)

Ref Bank Guarantee No.....

Date.....

To

Delhi Electricity Regulatory Commission
Viniyamak Bhavan,
C Block, Shivalik,
Malviya Nagar
New Delhi – 110017

Dear Sir,

In consideration of the DERC (hereinafter referred to as the 'Commission', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s _____ (Firm Name) with its Registered/Head Office at _____ (hereinafter referred to as the Firm, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract, by issue of Commission's Letter of Award No. _____ dated _____ and the same having been unequivocally accepted by the Firm, resulting into a Contract valued at Rs. _____ for _____ (Scope of Contract) _____ and the firm having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to 10% (ten percent) of the said value of the Contract to the Commission.

We _____ (Name & Address of the Bank), having its Head Office at _____ (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Commission, on demand any and all monies payable by the Firm to the extent of _____ as aforesaid at any time upto _____ @ _____ (days/month/year) _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Firm. Any such demand made by the Commission on the Bank shall be conclusive and binding notwithstanding any difference between the Commission and the Firm or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Commission and further agrees that the guarantee herein contained shall continue to be enforceable till the Commission discharges this guarantee.

The Commission shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Firm. The Commission shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Consultant, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Commission and the Consultant or any other course or remedy or security available to the Commission. The Bank shall not be relived of its obligations under these presents by any exercise by the Commission of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Commission or any other indulgence shown by the Commission or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Commission at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Commission may have in relation to the Firm's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to _____ and it shall remain in force upto and including _____* _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s _____ (Firm Name) on whose behalf this guarantee has been given.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this _____ day of _____ 201____ at _____

Witness :

(Signature) (Signature)

(Name) (Name)

(Official address) (Designation with Bank stamp)

(Attorney as per Power of Attorney

No. _____

Dated _____)

NOTE: 1. * This sum shall be ten percent (10%) of the Contract Price.

@ The date will be 3 (three) months beyond the defect liability period.

2. The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank or the Party on whose behalf the BG is being issued. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of India from where BG is issued or NCT of Delhi, whichever is higher.