



कोचिन पत्तन प्राधिकरण  
Cochin Port Authority

**QUOTATION FOR PROVIDING  
INTERNET LEASED LINE CONNECTIVITY  
FOR  
COCHIN PORT AUTHORITY**

**Quotation No. EDP/e-Port/ILL/23**

**Dated: 02/08/2023**

COCHIN PORT AUTHORITY  
WILLINGDON ISLAND, COCHIN -682009  
PHONE +91-484-2582662

ISSUED TO : .....

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## **COCHIN PORT AUTHORITY**

**No. EDP/e-Port/ILL/23**

**Office of the F.A. & C.A.O**

**Date: 02/08/2023**

### **NOTICE INVITING QUOTATION.**

E-quotations are invited from eligible interested bidders for providing 100 Mbps 1:1 (Uncompressed and unshared bandwidth) Internet Leased Line Connectivity for a period of two years to the Data Center located in the 5<sup>th</sup> Floor of the New Administrative Building, Cochin Port Authority, Willingdon Island, Cochin -9.

**Last date and time for submission of queries/clarifications: 11/08/2023 up to 3.00 p.m.**

**Last date and time for submission of quotation: 21/08/2023 up to 3.00 p.m.**

**Date and Time of opening of quotation : 21/08/2023 at 4.00 p.m**

Address for Communication: Sr.Dy.Director (EDP),  
Data Centre,  
Cochin Port Authority,  
Willingdon Island,  
Kochi – 682 009.

Ph: 0484 2582662

E-mail: [vinod@cochinport.gov.in](mailto:vinod@cochinport.gov.in)

**FINANCIAL ADVISOR &  
CHIEF ACCOUNTS OFFICER**

## **QUOTATION FOR INTERNET LEASED LINE**

E-quotations are invited from eligible interested bidders for providing 100Mbps 1:1 (Uncompressed and unshared bandwidth) Internet Leased Line Connectivity for a period of two years to the Data Center located in the 5<sup>th</sup> Floor of the New Administrative Building, Cochin Port Authority, Cochin -9.

### **I. SCOPE OF THE PROJECT**

- To provide 100Mbps 1:1 full duplex (Uncompressed and unshared bandwidth) Leased line Internet connectivity for a period of two years from two different ISPs through OFC to the Data Centre located in the 5<sup>th</sup> Floor of the Administrative Building of Cochin Port Authority.
- ISP has to provide 32 public IP addresses including Reverse Lookups configured for these IP's. Out of 32 IPS, 24 Nos. are required to be usable by Cochin Port Authority.
- Termination Type: Interface delivery shall be on the Customer Premises Equipment (CPE) with Fiber and Fast Ethernet/Gigabit Ethernet out.
- The vendors must provide all the hardware and software to make this connectivity operational so that the connectivity can be configured by CoPA or authorized personnel using SD WAN capabilities of Fortigate 500E including failover/load balancing mode.
- Facility to be provided to CoPA to monitor and report the bandwidth utilization, packet loss, uptime, ping time, compression ratio, performance and usage on weekly or monthly basis or as per requirement of Cochin Port Authority.

### **II. TERMS & CONDITIONS**

**Earnest Money Deposit (EMD):** Each tender should be accompanied by an Earnest Money Deposit (EMD) of Rs.8,300/- (Rupees Eight Thousand Three Hundred Only). The Earnest Money can be deposited through Demand Draft or Banker's Cheque or Pay Order from a Scheduled Bank in India, drawn in favour of Financial Adviser & Chief Accounts Officer, Cochin Port Authority. The original DD/Banker's Cheque/ Pay Order shall be submitted to the Sr.Dy.Director (EDP), Cochin Port Authority, Cochin – 9, before opening date and time of the tender. Scanned copy of the DD/ Banker's Cheque/ Pay Order shall be attached with the tender submitted "online". The Earnest Money deposited will not carry any interest. EMD can also be remitted to Cochin Port Authority, through State Bank Collect/ NEFT/RTGS. Proof of such remittance shall be uploaded with the tender 'online'. The Bank details are given below:

SB Collect: [www.onlinesbi.com/icollecthome](http://www.onlinesbi.com/icollecthome). NEFT/RTGS: Cochin Port,  
State Bank of India, Cochin Port Branch, Beneficiary- Cochin Port,  
A/c No.10601197375, IFSC Code – SBIN0006367

- i. The Earnest Money Deposit of unsuccessful bidders will be refunded on award of contract to the successful bidder. The EMD of successful bidder will be refunded on submission of security deposit and execution of the agreement by the successful bidder.
- ii. No interest will be paid on the Earnest Money Deposit from the date of its receipt until it is refunded.
- iii. The EMD shall be forfeited under following circumstances:
  - a) In the event of the bidder withdrawing / modifying his tender before the expiry of tender validity.
  - b) If the bidder fails to furnish security deposit within the stipulated time, upon award of contract or failing to enter into an agreement with Cochin Port Authority as required in the quotation within the stipulated time or within such extended time granted by Cochin Port Authority, the tender shall be liable to be cancelled and EMD shall be forfeited.
  - c) Or any other violation of the Tender Conditions.
- iv. Upon award of contract to the successful bidder, the Cochin Port Authority will notify each unsuccessful bidder and will refund their EMD.

Scanned copy of proof of remittance towards Earnest Money Deposit shall be uploaded in the e-tender portal failing which the bid will be rejected and will not be considered.

### **Quotation requirements**

- The quotation should clearly indicate the different components of the total charges- recurring (annual) and non-recurring (one time) for providing bandwidth.
- The bidder would insure that the local loop provisioning does not violate regulations as laid by Government of India/ TRAI (Tariff Regulatory Authority of India) in respect of such links/networks. Bidder will be responsible for making all the payments towards the local loop charges/rentals/WPC (Wireless Planning and Coordination Charges) /SUC (Spectrum Usage Charges) etc.

### **III. DELIVERY PERIOD & INSTALLATION**

The link should be installed and in operation with all the hardware and software within 10 days from the award of contract. The supply shall actually be deemed to have been completed on the actual date of establishing the network.

### **IV. WARRANTY**

The Vendor will be responsible for the comprehensive maintenance of the hardware software supplied and installed for providing the connectivity during the entire period of the contract.

**Uptime:**

The percentage uptime shall be calculated on monthly basis as follows:

Availability in Hours = (Total no of minutes in the month – Total Outage minutes in the month) /60; rounded to two decimal places

Percentage Uptime = (Availability in Hours / Total Hours in the month) x 100; rounded to two decimal places

Bidder should give uptime guarantee of 99% on monthly basis. In case uptime falls below the guaranteed level, CoPA will impose a penalty of 10% of the monthly amount for each percent below the guaranteed level. Further, if uptime for any location during any month is less than 94%, CoPA will not make any payment for the month. Further, CoPA has the right to terminate/surrender the link and the link will be taken from alternate vendor.

Uptime/Availability. (%)	Down time Penalty of (%) of total monthly payment
>=99	0
>=98 and < 99	10
>=97 and < 98	20
>=96 and < 97	30
>=95 and < 96	40
>=94 and < 95	50

**V. RESPONSIBILITIES UNDER THE CONTRACT**

**ISP will be required to sign Service Level Agreement having the following:**

- Scope of work.
- Packet Losses: Less than 1 % (Average over 1000 ping) at any given point of time to any part of globe.
- Latency: Less than 250 ms from Cochin Port Authority to ISP's tier 1 peering point.
- Network service Availability: More than 99% per month.
- If services are not found satisfactory, Cochin Port Authority reserves the right to cancel the contract with one-month notice.
- The response time for attending the faults will be 1 hour after the issue is reported to the Internet Service Provider (ISP). The ISP will rectify the faults within 8 hours failing which the vendor will arrange temporary replacements. The services shall be provided 24 X 7.
- Uptime/Availability mentioned under the heading Warranty (Clause.IV).

**VI. SUBMISSION OF QUOTATION**

- a) Bidder should submit valid documentary proof of GST and the details of income tax registration (PAN).

- b) Quotation documents can be downloaded from the eTendering portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT). Quotation documents are also available in Cochin Port's Website ([www.cochinport.gov.in](http://www.cochinport.gov.in))
- c) The bidders have to register with M/s KEONICS for downloading and submission of bid document. In case the bidders are not registered at present, they have to obtain one time User ID & password for log into e-Tendering system from the service provider KEONICS by paying registration amount of Rs.1,180/- by way of online Payment using Credit/Debit Card/Net banking or DD in favour of "KSEDCL, Bangalore.
- d) Cochin Port Authority will not be responsible for any costs/expenses incurred by the bidders in connection with the submission of bids and site visit etc.
- e) The successful bidder has to deposit a performance security for two years for an amount of 10% of the total charges for two years (one time as well as recurring charges) including taxes as Demand Draft/Banker's Cheque drawn in favor of F.A &C.A.O or by online payment within ten days of the work order. The successful ISPs can opt for any one of the following on receipt of the work order:
  - i. Deposit the performance security by way of Demand Draft/Banker's Cheque or by online payment as above.
  - ii. Submit an undertaking to deduct an amount equivalent to performance security from any amount already deposited and available with CoPA and/or any payment due to the bidder.
- f) The Quotation should clearly indicate the different components of the total charges recurring (Annual) and non-recurring (One Time) including bandwidth and equipment supplied as per the price schedule.
- g) The bidder or his authorized representative and the Sr.Dy.Director (EDP), Cochin Port Authority or his representative, shall carry out the inspection jointly after successful installation and commissioning of the service and operational acceptance will be given by the Sr.Dy.Director(EDP).
- h) The quotations shall be submitted "online" strictly in accordance with the Instructions and Terms & Conditions. Bidders not complying with above conditions or not providing complete and correct information as described above shall not be considered.

## **VII. EVALUATION OF THE QUOTATION**

Cochin Port Authority will scrutinize the quotations received in order to find the successful bidders for placing the work order.

The bid quoted with the lowest for one time charges and recurring charges for two years altogether will be considered as L1.

CoPA have the right to negotiate the price (one time charges and recurring charges for two years) quoted by the bidders including matching with the L1 bidder so that two ILL connections are received from different ISPs in order to have redundancy.

### **VIII. Validity of Quotation**

The quotation must be valid for minimum 45 days from the date of opening of quotations. Cochin Port Authority reserves the right to request the firms for the extension of the validity of the quotations. The vendor will be at liberty to accept or reject the request.

### **IX. EXIT CLAUSE**

Cochin Port Authority shall have the option to terminate the contract at any time during the tenure of the contract without assigning any reasons whatsoever and/or without payment of compensation to the successful bidder by giving notice of THIRTY (30) days, in writing to the successful bidder of its intention to do so. The decision of CoPA in terminating the contract will be final and binding on the contractor. Eligible payment till the date of termination will be made to the contractor.

### **X. SCHEDULE OF PAYMENT**

Mode of payment will be subject to the following conditions on various tasks as under:

#### **One time charges**

One time charges will be paid on production of invoice after operational acceptance on successful installation and commissioning.

#### **Recurring charges**

Bandwidth charges are payable on completion of each quarter. ISP can raise the bills on completion of each quarter. The charges shall be paid after deduction of any penalty amount as per the penalty mentioned in Clause .IV Warranty in this document.

Cochin Port Authority will consider starting date for all payments mentioned above as the date of commissioning.

ISP will be responsible for making all the payments towards the local loop charges/rentals/WPC (Wireless Planning and Coordination Charges) /SUC (Spectrum Usage Charges) etc.

Any drop in the charges/tariff of leased line or Internet port access during the contract period shall be passed on to Cochin Port Authority.

### **XI. TAXES**

#### **GST**

GST or any other taxes as per the rates ruling at the time of issuing of bills shall be applicable.

#### **Income Tax**

Deduction of Income Tax shall be made by CoPA from each payment to the contractor at the rates specified by the Central Government under the provisions of IT Act on the gross amount of the Contractor's Bill for payment.

**Cochin Port Authority**

**FORM OF QUOTATION**

**(Note: This memorandum forms part of the Quotation)**

To

The FA&CAO,  
Cochin Port Authority,  
Willingdon Island,  
Cochin -9.

Sir,

Sub: Providing 100 Mbps 1:1 (Uncompressed and unshared bandwidth) Internet Leased Line Connectivity for a period of two years to the Data Center located in the 5<sup>th</sup> Floor of the New Administrative Building Cochin Port Authority, Cochin -9

Having visited the Site and examined the Conditions of Contract, specifications, Schedules and Bill of Quantities, for the above-named Work, we offer to execute the Work in conformity with the said Conditions of Contract, Specifications, Schedules and Bill of Quantities as per for the amount quoted in the price bid exclusive of taxes.

- 2 We undertake, if our Quotation is accepted, to achieve completion of the various sections of the Works within the periods specified in this Schedule.
- 3 If our quotation is accepted we will furnish a performance security for two years for an amount of 10% of the total charges including taxes as Demand Draft drawn in favour of F.A. & C.A.O towards installing and maintaining 100 Mbps 1:1 internet leased line connectivity at Cochin Port Authority.
- 4 We agree to abide by the terms and conditions, rates and purpose of this Quotation for the period of 45 days from the date fixed for receiving the same and for a further period of 45 days if requested or for such further period as may be mutually agreed upon and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 5 Unless and until a formal Agreement is prepared and executed, this Quotation together with your written acceptance thereof, shall constitute a binding Contract between us.
- 6 We understand and agree that you are not bound to accept the lowest or any Quotation you may receive.



- 7 If our Quotation is accepted we understand and agree that we will be held fully responsible for the due performance of the Contract.
- 8 We agree to execute all the Works referred to in the Quotation Documents upon the Terms and Conditions contained or referred to therein and to carry out such deviations as may be ordered.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_  
\_\_\_\_\_ duly authorised  
to sign Quotations for and on behalf of \_\_\_\_\_

( IN BLOCK LETTERS )

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witnesses

- 1. Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- 2. Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Form – I

[www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT)

**Name of work : INTERNET LEASED LINE CONNECTIVITY**

**Quotation No.EDP/e-Port/ILL/23**

**Dated 02/08/2023**

**Price Bid**

Name of the Firm					
Sr. No.	Item Description	One Time Charges (Rs) (excl.taxes) (a)	Recurring Charges (excl.taxes)		Total Charges(Rs.) (d) = (a)+(b)+(c)
			Year 1 (Rs.) (b)	Year 2 (Rs.) (c)	
1	One Time Charges including Customer Premises Infrastructure, installation, IPs, WPC,SUC etc.				-
3	Bandwidth charges				-
	<b>Grand Total</b>	-	-	-	-

**Signature of Authorized Signatory:**

**Date :**

**Place :**

**Seal :**

**Form - II****COCHIN PORT AUTHORITY  
Bidder's Particulars**

<b>1. Organisation</b>	
Name of the Bidder	
Address	
Phone	
Fax	
Web Address	
PAN (Attach copy)	
GST (Attach copy)	
Location & Address of Corporate Head Office	
<b>2. Contact Details</b>	
Person Name	
Designation	
Address	
Phone	
Fax	
E-Mail	
<b>3. Experience (in years)</b>	
<b>4. License issued by the appropriate authority (Attach copy)</b>	
<b>5. Class of internet Service Provider (Attach copy)</b>	

**Signature of Authorized Signatory:****Date :****Place :****Seal :**

**Compliance Sheet for Scope of Work**  
**(Bidder needs to submit this along with the bid duly filled and signed)**

<b>Sl.No</b>	<b>Technical Specification for Internet Leased Line Connection</b>	<b>Compliance (Yes/No)</b>
1	The Internet leased line connectivity should have fully dedicated 1:1full duplex, uncompressed, unshared 100 Mbps bandwidth without any compression factor through Optical Fiber cable till last mile.	
2	ISP should provide 32 public IP addresses including Reverse Lookups configured for these IP's. Out of 32 IPS, 24 Nos. are required to be usable by Cochin Port Authority	
3	ILL should be capable of terminating on Customer Premises Equipment (CPE) with both Fiber and Fast Ethernet/Gigabit Ethernet out. ISP should provide all the hardware and software to make this connectivity operational so that the connectivity can be configured by CoPA or authorized personnel using SD WAN capabilities of Fortigate 500E including failover/load balancing mode	
4	ISP should provide the facility to Cochin Port Authority to monitor and report the bandwidth utilization, packet loss, uptime, ping time, compression ratio, performance and usage on weekly or monthly basis or as per requirement of Cochin Port Authority.	

**Signature of Authorized Signatory:**

**Date :**

**Place :**

**Seal :**

**FORM OF AGREEMENT**  
(To be executed on Rs.200/-Kerala Stamp Paper)

This AGREEMENT made on this ..... day of.....2023 between the COCHIN PORT AUTHORITY (hereinafter referred to as CoPA) of the ONE PART  
AND  
M/s ..... at .....  
..... (hereinafter referred to as Contractor) of the OTHER PART.

WHEREAS the CoPA is desirous of giving a job contract for providing 100 Mbps Internet on un-compressed, un-shared leased line (1:1) arrangement at Data Center, New Administrative Building, Cochin Port Authority, Willingdon Island, Cochin-9 and whereas the Contractor has offered to provide the above mentioned service on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that it is a registered / authorized Internet Service Provider registered with TRAI and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the contractor at his own expenses, etc. and the contractor shall report the compliance thereof to the Cochin Port Authority. The contractor shall be solely liable for any violation of the provisions of any Act or any other statutory provisions.

WHEREAS Cochin Port Authority has agreed to award the contract of 100Mbps Internet on uncompressed, un-shared leased line (1:1) AND WHEREAS the contractor, if applicable, has agreed to furnish the security deposit for two years of Rs...../- (Rupees ..... only) which is 10% of the total contract value for two years (one time as well as recurring charges) including taxes as per Clause VI.(e) of the quotation.

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as under:-

**INDEMNIFICATION**

That the contractor shall keep the Cochin Port Authority indemnified against all claims whatsoever in respect of the hardware and software installed by the contractor. In case any employee of the contractor so deployed by the Contractor on regular or time to time /or case to case basis enters in dispute of any nature whatsoever, it will be the primarily responsibility of the contractor to contest the same. In case Cochin Port Authority is made party and is supposed to contest the case, the Cochin Port Authority will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the contractor to Cochin Port Authority on demand. Further, the contractor shall ensure that no financial or any other liability comes on Cochin Port Authority in this respect of any nature whatsoever and shall keep Cochin Port Authority indemnified in this respect.

That the contractor shall further keep the Cochin Port Authority indemnified against any loss to the Cochin Port Authority property and assets. The Cochin Port Authority shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

**PENALTIES / LIABILITIES**

That contractor will be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency.

That if the contractor violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of officer authorized by the FA&CAO, Cochin Port Authority, a penalty under the Clause.IV Warranty of the quotation will be imposed.

**COMMENCEMENT AND TERMINATION**

That this agreement shall come into force w.e.f.....and shall remain in force for a period of two years. This agreement may be extended on such terms and conditions as are mutually agreed upon.

That this agreement may be terminated on any of the following contingencies: -

- a) On the expiry of the contract period as stated above.
- b) By giving one month's notice by Cochin Port Authority on account of :
  - i) Committing breach by the contractor of any of the terms and conditions of this agreement.
  - ii) Without assigning any reason.
- c) On contractor being declared insolvent by competent Court of Law.

During the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging the service as before till the expiry of notice period. It shall be the duty of the contractor to remove all the hardware and software, equipments installed by him on termination of the contract.

**ARBITRATION**

In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to FA&CAO, Cochin Port Authority or his representative.

The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the FA&CAO, Cochin Port Authority shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

The expression FA&CAO, Cochin Port Authority shall mean and include an Acting FA&CAO, Cochin Port Authority.

The Arbitrator may give interim award(s) and/or directions, as may be required.

Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

For and on behalf of  
COCHIN PORT AUTHORITY

For and on behalf of  
THE ONTRACTOR

Seal

Seal

WITNESS

1.

2.