



**GOVERNMENT OF SIKKIM
WATER RESOURCES & RIVER DEVELOPMENT DEPARTMENT,
STATE PROJECT MANAGEMENT UNIT,
NATIONAL HYDROLOGY PROJECT,
SOKEYTHANG, EAST SIKKIM-737102.**

RFQ No **004 /SPMU-NHP-Sikkim**

Date: 14th July, 2017.

**PRESS NOTICE
REQUEST FOR QUOTATIONS FOR PROVIDING INTERNET SERVICE**

On behalf of the Governor, the Superintending Engineer, National Hydrology Project (NHP), State Project Management Unit (S.P.M.U.), Water Resources and River Development Department, Government of Sikkim (GoS), invites Requests for Quotations (RFQ) from eligible Internet Service Providers (ISP) for providing 4 Mbps Internet Connectivity (uncompressed and unshared) Leased Line (OFC or Wireless) for the SPMU Office at Sokeythang East Sikkim.

The interested service providers may submit their application for sale of Request for Quotation (RFQ) document, on production of Bank Receipt of Rs. 500.00 (Rupees Five Hundred only) non-refundable fee, duly deposited into the State Bank of Sikkim under the Head **0702-80-800-other receipts (Cost of tender Form)**.

The important dates are:

Sale of RFQ: During Office Hours upto	: 16 th August 2017.
Last Date for submission of Bids	: 18 th August 2017 upto 1300 hours IST.
Opening of Bids	: 18 th August 2017 at 1330 hours IST

The Offer shall be submitted at the Office of the undersigned and the Bids shall be opened at the same office.

The complete RFQ document may be seen at sikkim.gov.in, it is permissible to submit the downloaded document along with the non refundable fee and other documents as specified therein within stipulated date and time. The undersigned reserves the right to accept or reject any one or all quotations without assigning any reasons whatsoever.

Superintending Engineer NHP.

RFQD No **004 /SPMU-NHP-Sikkim**

Date: 14th July, 2017.

Subject : REQUEST FOR QUOTATION DOCUMENT(RFQD) FOR PROVIDING INTERNET SERVICE.

The important dates are as below:

Sale of RFQD: During Office Hours upto: 16th August 2017.

Last Date for for submission of Bids: 18th August 2017 upto 1300 hours IST.

Opening of Bids: 18th August 2017 at 1330 hours IST

The Offer shall be submitted at the Office of the undersigned and the Bids shall be opened at the same office.

Part – I: (Techno Commercial bid)

1. Introduction:

State Project Management Unit, National Hydrology Project, Water Resources and River Development Department, Government of Sikkim has a plan to install “4 Mbps Internet connectivity (uncompressed and unshared) Leased Line (OFC or wireless) to be installed at SPMU Office, Sokeythang, on rental basis, for a period of (01) one year, extendable on mutual consent. This is required for the purpose of connectivity for Internet services for official use. 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.

2. Scope of the work:

To provide 4 Mbps Internet leased line connectivity on uncompressed, unshared leased line (OFC or wireless) on rental basis. This includes installation, commissioning, testing & up keep of the complete link for one year period. 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 on rental basis. The minimum guaranteed bandwidth taken from the Bidder is 4 Mbps.

3. Qualification Criteria:

- 3.1 The bidder should be a licensed ISP (or authorised franchisee) and should have a valid license from the Government (Attach a copy of license/franchisee document).
- 3.2 ISP must have DOT license to set up and operate gateways. ISP must have distributed minimum 100 Mbps of Internet bandwidth to its clients (Attach certificate).
 - a) ISP should have their own/direct access to gateway in India, for providing Internet bandwidth.
 - b) The list of existing enterprise customers of Internet Bandwidth (4 Mbps or more) should be provided along with feedback.
 - c) Should have local peering within India with at least one other ISP.
- 3.3
 - a) The quotation should clearly indicate the different components of the total charges - recurring (annual) and non-recurring (one time) for bandwidth and equipment supplied.
 - b) The firm must give compliance statement of all the identical items along with all terms and conditions. Deviations, if any, should be clearly indicated in remarks in separate deviation sheet.
- 3.4
 - a) The ISP should have a fully functional Customer Service Centre in Gangtok, which is operational 365 days X 24 hours. (Attach Certificate)
 - b) 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.
 - c) Liasioning (if required) with other firm(s) for obtaining point to point connectivity between ISP node and SPMU Office shall be the responsibility of quoting firm.
 - d) The Price bid will be considered only when it qualifies technically.
 - e) SPMU reserves the right to carry out the capability assessment of the bidder and the decision of SPMU shall be final in this regard.
 - f) ISP must clearly state in technical bid that financial bid contains all components viz. recurring, non-recurring, bandwidth charges etc. as mentioned above.

- g) Quoting firms must put page number on every page of the bid. It is also required that page nos. of the documents attached should be mentioned against each item of the main bid.
- h) Every bid document should be signed and stamped by authorized signatory.
- i) PERIOD OF INTERNET CONNECTIVITY SERVICE CONTRACT :- The Internet Connectivity contract shall be initially for a period of (01) one year.
- j) Earnest Money as stipulated.

SPMU reserves the right to relax the criteria in case all the offers do not meet the requirements.

4.Special Conditions of Contract (SCOC):

4.1 NATURE OF TENDER: It is a two part tender namely:

Part-I: “Techno Commercial bid” and

Part-II: “Price Bid”

4.1.1 Part-I: Techno Commercial bid: It consists of followings:

Detailed technical aspects, scope of work, commercial terms, payment terms, completion time, validity of offer etc.

4.1.2 Information / documents furnished by the bidders in support of meeting the pre-qualification criteria, general terms and conditions and Special terms and conditions.

4.1.3 Bid document duly signed by the bidder (in each page) along with filled Annexure I, II and IV of tender document and Earnest Money. The price bid (Annexure III) shall not be submitted in this envelope.

4.1.4 Part-II: “Price bid”:

Price for each of activities mentioned in part II of tender document as per Annexure -III is to be quoted separately in the price bid format attached as part II of tender document, duly signed by the tenderer.

4.2 BID SUBMISSION METHOD: Bids must be submitted in sealed cover as follows

One sealed cover (Envelope) containing techno commercial bid as per clause 4.1.1 to 4.1.5 and clearly superscripting the cover as “**Techno commercial bid for 4 Mbps Internet connectivity Leased Line for SPMU Office, Sokeythang**”. Document / declaration in support of pre qualification as per clause 3.1 to 3.4 of tender should be put in a separate envelope super scripting “**Pre qualification**”, sealed and to be put inside the same envelope for techno commercial bid.

4.2.1 The 2nd sealed cover shall contain the price bid and clearly stating on the cover as “Price bid for 4 Mbps Internet connectivity Leased Line for SPMU Office, Sokeythang”.

4.2.2 Above mentioned two envelopes to be wrapped in another sealed cover super scripting “Techno-Commercial bid and Price Bid for 4 Mbps Internet connectivity Leased Line for SPMU Office, Sokeythang” along with tender no. and due date of opening.

N.B.: 1. Any corrections in the bid document should be authenticated by the bidder by putting signature with stamp.

2. If the price bid is enclosed by the bidder along with the techno-commercial bid, instead of keeping it in a separate cover, the offer shall be rejected outright.

4.3 Opening of tenders:

4.3.1 All the tenders received up to the time and date of opening will only be considered for opening and tenders received late shall not be considered under any circumstances.

4.3.2 The techno commercial bids shall be opened on the tender opening day in presence of the bidders, if present at the time and day of opening.

4.4 Earnest Money deposit (EMD) :

4.4.1 Earnest Money deposit (EMD)

The bidder is required to deposit Earnest money deposit of Rs **5000** (Rupees Five thousand only) by crossed demand draft or Pay order in favour of “Superintending Engineer NHP, SPMU” payable at Gangtok along with Part-I (Techno-commercial bid) of the tender. No interest shall be paid on the amount of such deposit. The EMD shall be returned/ refunded

to the unsuccessful bidders within 7 days of expiry of bid validity without any interest or after selection of the successful bidder whichever is earlier.

4.4.2 EMD shall be forfeited if:

- a) The bid is revoked during its validity period.
- b) The bidder indulges himself in any undesirable practice or malpractice at any time, which would include the instance of a bidder after submission of tender and during the tender validity period resilient from his offer or modifies the terms and conditions thereof.
- c) The prices are increased unilaterally during validity of offer by the bidder,
- d) The successful bidder does not convey his written acceptance within a maximum period of 15 days of the order placed on him by SPMU.
- e) The bidder withdraws or modifies his tender without consultation & approval of SPMU, within 60 days from the date of opening or within the extended period of validity for any reason whatsoever.
- f) The successful bidder fails to start the work within the reasonable period or fails to show reasonable progress in execution of the work / contract.

4.5 Evaluation of bid:

- 4.5.1 Techno-commercial bids of those bidders who satisfy pre qualification criteria as per clause no. 3.1 to 3.4 of this tender will only be evaluated by an evaluation committee nominated by competent authority to conclude the tender. Price bids of bidders who are techno-commercially eligible as per evaluation committee will only be opened. L1 (lowest bid) will be decided on overall L1 basis (as mentioned in price bid) Annexure-III.
- 4.5.2 Unless otherwise stated in the price bid, it will be construed that the price quoted is inclusive of all taxes and duties. No claim in this regard will be entertained at a later stage.
- 4.5.3 The price quoted by the bidder should be final and no escalation shall be permitted during the contract period except for statutory levies enhanced or introduced subsequent to the date of submission of the price bid duly supported by documentary evidence.
- 4.5.4 If the cost of International/National Bandwidth is reduced during the period of contract, the benefit of the same shall be equally passed on to SPMU.
- 4.5.4 All incidentals like transportation, boarding and lodging shall be included in the bid price no claim other than the accepted price shall be paid by SPMU.

4.6 **Payment terms:** The payment schedule shall be as follows:

4.6.1 PRICE SCHEDULE for (Price Bid)

A) Band Width charges / or Annual Port Charges

4 Mbps of Internet Bandwidth (OFC or wireless) (uncompressed and unshared) from SPMU to International Internet gateway of ISP.

B) Local Loop charges

- a) One time installation & Configuration charges
- b) Annual rentals (Recurring charges)
- c) Any other charges (To be specified)
- d) WPC and other clearance charges

C) Hardware/Software charges SPMU will not purchase any hardware /software and firm will have to provide all the required hardware/software on rent to make the leased line fully functional as per specification.

SPMU will not be responsible for any kind of damage of hardware / software mentioned above. All these items shall be in complete maintenance warranty of the firm.

4.6.2 SCHEDULE OF PAYMENT:

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

Bandwidth Charges:

Bandwidth charges are payable post quarterly or post monthly (the bidder may indicate their preference in the Price Bid) after raising the bill by the successful ISP.

ISP will be responsible for making payments related to WPC and other clearance charges, if any. SPMU will not pay any amount to WPC or any other agency directly for any purpose related to commissioning or rental of leased line.

OTHER TERMS & CONDITIONS:

- a) Bid should accompany an earnest money deposit of Rs.5000/- in the form of a Demand Draft drawn in favour of “Superintending Engineer NHP, SPMU”, payable at Gangtok, on a scheduled / nationalized bank. The successful Bidder (ISP) shall have to submit Performance Security of equal amount in the form of a Bank Guarantee in the specified format, valid for thirty days beyond the contract period.
- b) Bidder should submit valid documentary proof of GST/ Service Tax Registration Number as applicable and the details of income tax registration (PAN)
- c) SPMU reserves the right to verify/seek confirmation of all original documentary evidence submitted by bidders in support of above mentioned specification for eligibility criterion. In case any information furnished by the bidder is found to be false/incorrect at any stage, the bid shall be summarily rejected and no correspondence on the same shall be entertained.

4.7. RESPONSIBILITIES UNDER THE CONTRACT:

The ISP would be responsible for the following:

1. 4 Mbps of Internet Bandwidth (OFC or wireless) uncompressed and unshared Leased Line at SPMU Office, Sokeythang, East Sikkim on yearly rental basis.
2. Internet Router Port at ISP Gateway for required Bandwidth and 16 Public IP addresses of ipv4 protocol and 16 Public IP addresses of ipv6 protocol.
3. Installation, commissioning, configuring of the link and hardware/software (Mux, Modems and Router etc. to make line fully functional at 4 Mbps.).
4. Maintenance support service (24 hours and 7 days a week) for Bandwidth and equipment.
5. ISP or authorised person from ISP will be required to sign Service Level Agreement.
6. Either party may terminate the contract after giving three month notice.
7. *In case of the above parameters going out of specifications, SPMU will be compensated adequately in respect of the extended time for the loss of hours in service. Also, if services are not found satisfactory, SPMU reserves the right to cancel the contract with one-month notice.*

4.8 Completion period:

- 4.8.1 The successful bidder should take all care to complete the contract within 10 days from the date of award and acceptance of contract.

4.8.2 DELIVERY PERIOD & INSTALLATION:

The delivery period of the said tasks/services should be adhered to as will be mentioned in the Award of Contract.

Bidder should quote the minimum and maximum period (within one month) he will take to install/operate the link at SPMU. The supply shall actually be deemed to have been completed on the actual date of installation.

- 4.9 **Liquidated damages (LD):** The bidder shall take appropriate steps to ensure that the installation is completed within the stipulated time to avoid imposition of liquidated damages. In the event of any delay in completion of the job liquidated damages @ 0.50% per week or part thereof for unfinished part of contract will be recovered subject to maximum of 5% of the total order value from the amount immediately due to the contractor.
- 4.10 **Taxes and duties:** All taxes and duties shall be paid against documentary evidence. In case of service tax, the same shall be paid only to those bidders who have service tax registration for the said job and billing on SPMU is made in terms of the guidelines stipulated in the GST tax rules/act. TDS as applicable shall be deducted as per law.
- 4.11 **Income tax:** Income tax at applicable rate shall be recovered.
- 4.12 **Sub-contracting or sub-letting:** The bidder is prohibited from sub-contracting or sub-letting of the work to any other agency.
- 4.13 **Validity of offer:** Offer submitted by the bidder should be valid for a minimum period of 60 days from the date of opening of price bid.
- 4.14 **Warranty:** The Bidder will be responsible for the comprehensive maintenance for the entire warranty period of one year. Warrantee period will start after the acceptance of installation & testing of complete connectivity.
 - (a) The Bidder will do preventive maintenance once a quarter for upkeep of the Systems running.
 - (b) The schedule will have to be adhered to strictly by him.
 - (c) 99.5% Uptime shall be calculated as (Total Time – Down Time) X 100 /Total Time on quarterly basis.

- (d) Deduction in payment will be made for downtime in the quarterly bills raised by the ISP.
 - (e) The response time for attending the faults will be four hours (maximum) after they are reported to the ISP.
 - (f) The ISP will rectify the faults within 24 hours failing which; the ISP will arrange temporary replacements. The services shall be provided 24 hours & 7 days in a week.
- 4.15 **Cancellation/Termination of order by SPMU:** In cases where the ISP fails either to accept the order or to acknowledge the order without any pre-conditions within the stipulated time or fails to start the work according to the work schedule or fails to ensure satisfactory progress of the work, SPMU reserves the right to cancel/terminate the contract by giving 30 days notice at the cost and risk of the ISP.
- 4.16 **Arbitration:** All disputes or differences whatever arising between the ISP and SPMU shall be settled by the sole arbitrator namely the Director Information Technology Department, Government of Sikkim.
- 4.17 **Deviation:** Any deviation from tender conditions has to be mentioned in a format as attached as Annex III with reason for deviation. However SPMU reserves the right to reject any such deviations. Deviations mentioned in any other place without a mention in Annex III will be ignored.
- 4.18 **Risk Purchase** In the event of any breach by the successful bidder (on whom contract is placed) of any of the terms of this contract, if in the opinion of SPMU, the performance of the successful bidder (on whom contract is placed) is found to be unsatisfactory or SPMU has any reason to believe that the successful bidder (on whom contract is placed) is not carrying out the work to the best advantage of SPMU, SPMU shall reserve their right to terminate the contract without notice and without prejudice to any claim of the successful bidder (on whom contract is placed) for damages and the successful bidder (on whom contract is placed) shall have no claim against SPMU for any compensation for such termination.
In case the successful bidder (on whom contract is placed) fail to perform any of the works within the time provided for performance of the same or in case the successful bidder (on whom contract is placed) commit breach of any of the covenants, stipulations and agreement herein contained, and on his part to be observed and performed then and in any such case, it shall be lawful for SPMU to arrange such contract from alternate source by an order in writing and to put to an end to this contract and in case SPMU shall have incurred or sustained or been put to any loss, costs, charges or expenses by reasons of such contract from alternate source as a consequence of termination of the contract, it shall be lawful for SPMU to order forfeiture of the security deposit cum performance guarantee and also to recover the costs, damages, expenses etc in and out of any money for the time being payable or owing to the ISP under or/by virtue of this contract or otherwise to pay and reimburse all such costs, damages and expenses they have sustained, incurred or been put to by any reason of such contract from alternate source having been carried out otherwise or by reason of this contract having been put an end to as aforesaid. The risk purchase clause stated above is applicable in AMC period also.
- 4.19 **Service Level Agreement**
- a. 4 Mbps Internet bandwidth at all the time.
 - b) Packet Losses: Less than 1 % (Average over 1000 ping) at any given point of time to any part of globe.
 - c) Latency: Less than 250 ms from SPMU to ISP's tier 1 peering point.
 - d) Network Availability: More than 99.5 % per quarter.
 - e) Reports for performance, monitoring /usage to be submitted by the ISP on weekly or monthly basis or as per requirement of SPMU.
 - f) The bidder will provide the facilities to measure the above parameters at SPMU Office. The facility of measurement / monitoring of above parameters or graphical display will be provided by the bidder.
 - g) *If services are not found satisfactory, SPMU reserves the right to cancel the contract with one months notice and for forfeiture of the Security.*

Annexure-I**4.20 Technical specification and requirements :**

Sr. no	Technical Specification for Internet Leased Line Connection	Complied (Yes/No)	Deviation if any
1	The bidder should be a licensed ISP (or authorised franchisee) and should have a valid license from the Government (Attach a copy of license/franchisee document).		
2	The Internet connectivity leased line should have fully dedicated unshared & High Quality 4 Mbps bandwidth without any compression factor through Optical Fiber cable or wireless. (Unlimited upload and download of data at 4 mbps should be maintained without any reduction in speed)		
3	The ISP/bidder should have fully resilient and self healing network architecture, on fiber medium, from the international gateway in India upto the international Points of Presence		
4	The ISP/bidder should have Network Operation Centre (NOC) for trouble shooting around the clock		
5	Internet Router Port at ISP Gateway for required Bandwidth and 16 Public IP addresses of ipv4; and 16 Public IP addresses of ipv6.		
6	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 SPMU Office.		
7	The connectivity from the POPs of service providers to SPMU Office premises shall be through Optical Fiber Media/Wireless		
8	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.		
9	Any Software and Hardware required establishing the purchased bandwidth will be provided by bidder to make leased line fully functional		
10	The bidder should submit technical literature explaining the proposed implementation diagram with the technical bid		
11	The bidders should have Direct / toll free number to register complaints round the clock (24x7), Maintenance support service (24 hours and 7 days a week)		
12	All the POPs from where the ILL bandwidth is provided to SPMU Office should have redundancy of equipments, links, power, backhaul connectivity etc. Service provider needs to confirm it in writing.		
13	The ILL links should be available in full duplex mode which must be demonstrated to SPMU.		
14	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 reachable from BSNL/MTNL Landline phones for logging complaints		
15	Service provider has to provide facility to SPMU, to monitor the SLA (Service level Agreement) parameters (as per Para 4.19) and log the Trouble tickets on line. SPMU should also be able to obtain standard reports on the ILL links' Bandwidth Utilization (in Mbps, in frames/sec), Errors (frames/sec), Discarded (frames/sec), Non unicast(frame/sec), Bandwidth availability, Packet loss (in %), Latency of links etc. through any network monitoring tool / web browser provided by service provider.		
16	The service provider network should be backed by availability of service centers/service personnel in Gangtok to attend faults.		
17	SPMU will consider the successful provision of the link subject to satisfactory Acceptance Test. The methodology for the test will be at the discretion of the SPMU. However, the same will be shared with the Bidder / SP. 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 d. Packet Loss < 0.5% Facilities of testing above parameters will be provided by the Bidder / ISP		

Annexure-II

4.21 **Client List**

Details about the clients where the bidder has executed similar solution.

Sl. No	Name of client & office address of contract Person with phone no	Nature of operation of client (Manufacturing / trading / others)	Whether Multi location client (Yes/No)	Start of contract Dd/mm/yyyy	Completion of Contract Dd/mm/yyyy
1					
2					
3					
4					

Note: The bidder is required to provide execution of the 4 Mbps or above Internet connectivity Leased Line (OFC/wireless) (uncompressed and unshared) at least for **three clients** in the above format with necessary supporting documents.

Annexure IV

4.22 **Deviation Statement**

Deviation Sr. No.	Page Sr. No. or enclosure reference of the tender document	Clause number for which the deviation is sought	Brief text description of the clause	Reasons for deviation	Suggested alternative

**Part II
Price Bid**

Annexure-III

PRICE BID FORMAT

Ref: RFQ No **004 /SPMU-NHP-Sikkim**. Date: 14th July, 2017.

**TENDER DOCUMENT FOR Mbps Internet connectivity Leased Line (OFC/Wireless)
(uncompressed and unshared) for SPMU Office, Sokeythang for a period of (01) one year.**

(This shall be detached and submitted as PRICE BID)

All prices to be quoted in INR

Sl No	No. of links / Speed	Cost per year	Quarterly Cost	Monthly Cost
1	A) Bandwidth Charges (recurring): One no. 4 Mbps Internet connectivity Leased Line (OFC/wireless) (uncompressed and unshared) at SPMU Office to ISP gateway			
2	Applicable taxes on above 1			
3	B) Annual rentals (Recurring charges)			
4	Applicable taxes on above 3			
5	Total (1+2+3+4)			
6	Any other recurring charges (To be specified if any)			
7	Applicable taxes on above 6			
8	Total Recurring Charges (5+6+7)			

9	C) One time installation & Configuration charges: payable after completion of installation	
10	Applicable taxes on above 9	
11	Total one time charges (9+10)	

We prefer payment of our Bills as per Sl No 8 on Monthly Basis / Quarterly Basis (*strike out whichever is not applicable*)

Signature of the authorized representative of the bidder

Name:

Designation

Date

Seal

SAMPLE CONTRACT AGREEMENT

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, *the Superintending Engineer, National Hydrology Project, Water Resources and River Development Department, Government of Sikkim* (hereinafter called the “Employer”) and, on the other hand, [name of Service Provider] (hereinafter called the “Service Provider”).

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the Request for Quotations Document, attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price indicated in Schedule I and II;
- (c) the Employer has received a loan from the International Bank for Reconstruction and Development (hereinafter called the “Bank”) towards the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood (i) that payments by the Bank will be made only at the request of the Employer and upon approval by the Bank, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan, and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the loan or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (a) the Press Notice(Full) and the Request for Quotations Document RFQD No **004 /SPMU-NHP-Sikkim**. Date: 14th July, 2017.
 - (b) the Service Provider’s Bid (Format of Quotation and all other Documents),
 - (c) the Notification of Award /Letter of Acceptance;
2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.
3. **Payment Terms** – Payment for providing vehicle Service will be made on satisfactory performance upon completion of a calendar month on discovered price basis of the accepted package wise bid price on submission of Bill/Invoice by successful bidder. It will be mandatory for the Successful Bidder to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheque, wherever feasible. The payment will be made as per the following terms, on production of the requisite documents:
 - (a) The payment to the service provider shall be made as per actual and not exceeding quoted price (supported by ECS statement duly verified by bank official).
 - (b) The Firm/Agency (successful bidder) shall raise bill for the services provided for a calendar month within seven working days of succeeding month of such services. Disputed amount or amount on which clarification is required may be held up till the time matter is sorted out. However, balance amount shall be released by due date
 - (c) Penalty would be in terms of part of the payment, which would be deducted and reflected in the respective month’s payment

4. Advance Payments: No advance payment(s) will be made in any case whatsoever

5. PENALTY CLAUSE

Penalty will be levied or recovered, for the violation of terms & condition of the contract as defined in the RFQD.

The Performance Security will be invoked/encashed/ forfeited on the occurrence of penalty events and the contract will be terminated.

6. Terms and meanings: In the Documents listed at Para 1 of this Contract Agreement,

- a. the acronyms "SPMU" shall have the same meaning as "S.P.M.U." and "NHP" shall have the same meaning as "N.H.P".
- a. "SPMU" or "S.P.M.U." wherever indicated, shall also include the "Employer" or his "Assignees".
- b. "State Project Management Unit" and "State Project Monitoring Unit" shall have the same meaning.

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

For and on behalf of *[name of Service Provider]*
[Authorized Representative]

For and on behalf of *the Employer*

Sailendra Sharma
Superintending Engineer NHP
SPMU Office, National Hydrology Project,
Water Resources and River Development Department,
Government of Sikkim,
Sokeythang, East Sikkim-737102
Mob 9593376547
E mail: sikkimwrd@gmail.com

Witness 1

Witness 1

Witness 2

Witness 2