

Bid Document

Bid Details	
Bid End Date/Time	27-01-2023 18:00:00
Bid Opening Date/Time	27-01-2023 18:30:00
Bid Offer Validity (From End Date)	30 (Days)
Ministry/State Name	Uttar Pradesh
Department Name	Medical Health And Family Welfare Department Uttar Pradesh
Organisation Name	N/a
Office Name	Lucknow Hq
Item Category	Internet Bandwidth and Replication Service - Leased Line(Point to Point); Government Service provider, Private Service provider; Class A, Class B; National long Distance (NLD); 100
Contract Period	3 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)	100 Lakh (s)
Years of Past Experience Required for same/similar service	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Type of Bid	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation	2 Days
Estimated Bid Value	2500000
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Amount	50000

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	5.00
Duration of ePBG required (Months).	38

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Managing Director
UP Medical Supplies Corporation Ltd. Lucknow
(Jagdish)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	No
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Additional Qualification/Data Required

Detailed Scope of Service:[1672901625.pdf](#)

Internet Bandwidth And Replication Service - Leased Line(Point To Point); Government Service Provider, Private Service Provider; Class A, Class B; National Long Distance (NLD); 100 (1)

Technical Specifications

Specification	Values
Core	
Type of Service	Leased Line(Point to Point)
Types of Service providers	Government Service provider , Private Service provider
License of Internet lease line (ILL)	Class A , Class B
License of Lease Line (LL/PP)	National long Distance (NLD)
Bandwidth Capacity (In Mbps)	100
DDOS with Internet Lease line Services	Yes
Latency within India	Less than 60 ms
Latency outside India	Less than 180 ms
Packet Drop (In percentage)	less than 1
Type of Media	Fibre
Link Type(Manageability)	Managed
Static IP required (For ILL)	16
Router/ Networking Accessories	Provided by Seller
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Quantity	Additional Requirement
1	Anusuya Prasad	226010,SUDA Bhawan, 7/23, Sector-7, Gomtinagar Extension, Lucknow-226010	1	N/A

Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up

to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address 7/23, sector-7 Gomti Nagar Extension, Near Police Headquarter Lucknow PIN-226002.

3. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

4. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Procurement of Internet Lease Line (ILL) at UPMSCL office, Lucknow

1. Scope of the Work

This Tender is for Obtaining Services of 100Mbps(1:1) Internet Leased Line(ILL) Services on optical fiber from Authorised Class "A" OR class "B" Internet Service Providers(ISP's) to Uttar Pradesh Medical Supplies Corporation Ltd. (UPMSCL).

Scope of the work of AMC also includes

1. The service Provider Must undertake to supply the necessary hardware, software, install, commission for internet lease line services and to rectify the defects therein in conformity in all respects at registered office for the period of the contract.
2. The service provider shall assign a qualified person who shall ensure the smooth functioning of ILL services and the said person shall be available to attend the calls in respect to the functioning of the services.
3. The service provider shall comply with all applicable laws, statutes, rules, regulations, ordinances, codes and orders.
4. The contractor/service provider shall respond to the enquiries promptly and perform the services in timely and competent manner.
5. The fiber optic link to the UPMSCL should be in ring topology to provide redundancy and link must be capable of upgrading at a later stage as and when required.

6. Service provider should provide tool to monitor network uses/bandwidth.
7. Service provider should ensure that the local loop provisioning does not violate regulations as laid by Government of India/TRAI in respect of such links/networks.
8. Installation of 100 Mbps internet leased line is the sole responsibility of the vendor. Wireless for the last mile will not be accepted.
9. The bidder has to provide the full access of all devices. All the operation maintenance i.e. (updates, upgrades, configuration management, warranty etc should be borne by the bidders).
10. The laying and commissioning of the link should be as per the industry's best practices such as TIA-942 inside the UPMSC premises. The Bidder needs to provide the detail of offered solution.
11. The bidder should have Toll Free number for fault registering within India and should provide L2 & L3 support on 365 x 24 x 7 basis.
12. The Mean Time to Repair Should not be more than 2 hrs during office working hours & 4 hrs during non working hours of office.
13. The bidder should provide all necessary equipment for connectivity, if any.
14. The vendor has to provide onsite support, as when required.
15. The vendor has to ensure minimum 99% uptime per month for the connectivity.
16. The bidder has to demonstrate the bandwidth as per this tender and will bring its own test equipment to show the bandwidth speed.
17. The link & hardware is considered as commissioned successful only, if its uptime is more than 99% for 14 days of 24 hrs per day, based on the reports generated by the NMS tool. The period of 14 days will start from the day of commissioning, as declared by System Integrator.
18. However, if the system does not meet the availability criteria laid down as above within 4 weeks from date of commissioning, tendered shall have the right to reject the system and ask for its replacement. If so deemed necessary, the bidder shall replace the whole or part of the system as suggested by tendered within six weeks from the date of rejection notice. If the bidder fails to replace the system as required, the tendered reserves the right to initiate any contingent measures as deemed necessary in the interest of the project.
19. Service provider should provide monthly performance report of network uses along with access through online portal(Multi Router Traffic Grapher(MRTG)) must be provided by ISP with following features-
 - a. Bandwidth(Hourly, Daily, Weekly, Monthly Reports)

- b. Availability(Hourly, Daily, Weekly, Monthly Reports)
- c. Summary of the above in one page.

(B) QUALIFICATION REQUIREMENTS

The Eligible bidder should satisfy the below mentioned criteria and should submit valid documentary evidence for the below mentioned points:

S.No.	Eligibility Criteria	Documents to be submitted
1.	Bidder should be a registered company in India under Companies Act, 1956/2013 and should have been in operation for at least three years as on date of RFP	Copies of the Certificate of Incorporation. Name of the Company: Date of Registration: CIN no: GST Registration No.
2.	The bidder must have an average turnover of minimum Rs. 1.00 Crore during last three financial years	Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years, P&L Statement, Experience Documents
3.	Bidder should have experience of minimum 3 years in providing the IT related services to the Central Govt/State Govt/Bank/State PSU/ Corporation/large enterprises.	Copy of the order and / or Certificate of completion of the work
4.	Bidder should not be blacklisted by Central / any State Government / PSU's for the deliverable services with regards to mailing solution as on the date of bid submission.	Notarized affidavit.

5.	<p>The bidder should submit valid letter from the OEMs / ISP confirming following:</p> <ul style="list-style-type: none"> · Authorization for bidder · Confirm that the products quoted are not “end of life or end of sale products” as on Bid Submission date. If in case the support for the product quoted has been stopped/ withdrawn till the time of delivery of equipment, the same will be changed with the superior product at no extra cost. · Undertake that the support including spares, patches, upgrades for the quoted products shall be available for the period of 5years from the date of commissioning/go-live 	Copy of authorization letter duly signed from the ISP/ OEM.
6.	The Bidder must have ISO standard certifications like ISO 9001:2015 & ISO 27001:2022.	Copies of the Certificate to be attached.

(C) TECHNICAL REQUIREMENTS

1. Bidder should have License from Department of Telecommunications, Govt. Of India to set up and operate international internet gateway OR the bidder should have access to international PoP’s for peering with Teir-1 carriers for international gateway in India up to the international point of presence.
2. Bidder must be a member of National Internet Exchange of India (NIXI) at minimum three locations in India.
3. Bidder should have Category “A” or Class “B” ISP license from Department of Telecommunications, Government of India to provide Internet service in India with at least 100 points of presence including at least 20 state capitals and other major cities.
4. Technical solution must be provided by the bidder for providing internet connectivity.
5. Bidder should have own dedicated OFC network in Lucknow, Uttar Pradesh.
6. Bidder should have Experience as an ISP of minimum 100 Mbps bandwidth terminated in Govt. Departments.
7. Copies of License/Supporting documents, certificate copies should be provided by the bidder for the above mentioned points.

(D) CAPABILITY STATEMENT (CS)

Particulars of Bidder:

1. Name of the Bidder's Company / Firm :

Address of the Bidder's Firm :
Telephone No. :
Fax :
Website :

2. Name and Designation of Contact Person :
Email of Contact Person :
Telephone/ Mobile No. of Contact Person:
Date of incorporation of Company / Organization:
3. PAN No. of Company / Organization
4. TIN No. of Company / Organization
5. GST & Service TAX Registration No. & Date

Details of Bid Security submitted in UPMSC:

Demand Draft/Banker's Cheque/Cash deposit receipt in UPMSC	No:	Date:	Amount
Drawn on	Bank Name:	Branch Name:	

Certifications:

Particulars	Yes/No	Valid up to
ISO-9001: 2015		
ISO-27001: 2022		
Any other (Please specify)		

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Similar Jobs undertaken during last 3 years.

Year	Job description	Organization	Total value of the job	Total no. of links installed
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(E) OTHER TERMS & CONDITIONS

1. TERMS/PERIOD

1.1. Unless otherwise terminated pursuant to the provisions of this Agreement, It shall commence on the effective date and shall continue for the period of one year and can be increased the term by mutually agreed between contracting parties where under same and/ or any modified clauses.

2. PERFORMANCE SECURITY

2.1. Within 10 days of the execution of the contract with the Tendering Authority, the second party shall furnish performance security in the form of bank guarantee for 10% amount of order value in favour of Managing Director, UPMSCL which would be valid up to 14 months from the date of issue of the work order, from State Bank of India or its associate banks or any nationalized bank of India or scheduled bank or scheduled commercial Bank located in India in favour of the Tendering Authority, in accordance with the Conditions of Contract, in the Performance Security Form as per the e-Bid documents or in another form acceptable to the Tendering Authority.

- 2.2. Failure of the successful bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Tendering Authority may make the award to the next lowest evaluated bidder or call for new e-Bids.
- 2.3. Tendering Authority has rights to modify any criteria in qualification required to fulfil the tender condition. Also Tendering Authority has right to ask the bidder to submit any document required in support of qualification for its satisfaction/confirmation at any stage.

3. INSPECTION AND TESTS

- 3.1. Interested bidders may do a pre-inspection of the UPMSCCL office premises/server room for assessment of the work, on working days between 10:00AM to 05:00PM/
- 3.2. The first party through its authorized representative shall have the right to inspect and/or test at any time after the delivery at the first party's office, any of the services provided by the second party. The second party will be under obligation to assist in such inspection and testing and shall not create any hindrance of any kind and on any grounds whatsoever.
- 3.3. If any inspected or tested services fail to conform to the technical specifications as per agreement, the first party may reject the entire service agreement and the second party shall provide the services free of cost to the first party.

4. DELIVERY AND INSTALLATION

- 4.1. Delivery, installation and commissioning & testing should be done within 04 weeks from the date of issue of work order by UPMSCCL.
- 4.2. Internet circuit required to be terminated in the server room of UPMSCCL office, Lucknow.
- 4.3. The delivery should be through a public IP address and UPMSCCL should be able to create a network with a pool of minimum 8 public IPv4 addresses on LAN and 8 IPv4 over WAN.

5. BILLING AND PAYMENT

- 5.1. All the cost of setup and equipment installed has to be borne by the second party only.
- 5.2. That the billing cycle for the services provided, which shall be quarterly based on the Service Level Agreement (SLA) report. The Second party proactively provides the bills/ invoices for a particular billing cycle. However, in case of non-receipt of bills the corporation may request for duplicate bill from the company.
- 5.3. That the Prices payable to the company in form of consideration as agreed between parties shall remain fixed during the tenure of 3 years on the basis of performance of the contract.
- 5.4. That the company shall provide benefits in case of reduction of tariff, due to notification(s), circular(s) or any other reasons be passed on to the

UPMSCL. In the event of any increase/decrease in government taxes/duties as applicable from time to time, the prices shall be adjusted at the time of payment on submission of their proof to the UPMSCL.

5.5. Service charges or payments to the service provider will be made on **quarterly basis** as the satisfactory services provided to the UPMSCL by receiving a consolidated bill of supply or tax invoice containing GSTN (if applicable).

5.5.1. Note:-

5.5.1.1. Goods and Services Tax (GST) and other statutory charges will be charged extra as per Govt. Rules and these will be borne by the UPMSCL. All charges including any charges levied by the others including applicable taxes as specified in the bills shall be paid in full without any reduction, set-off or withholding accordingly.

5.5.1.2. Mode of payments is only through Account payee cheques (subject to realization) or Company Bank account transfer if eligible or acceptable by both parties. Any cash or account transfer to and from personnel account or other prescribed modes is not permissible.

5.5.1.3. In case of temporarily suspended services for certain periods which may affect UPMSCL business hours may pay 'pro-rata' deduction along with deduction for punitive damages (calculated based upon suspension period).

5.5.1.4. The UPMSCL shall acknowledge and give valid receipts for each and every payments made by the UPMSCL to the Company, which shall be conclusive proof of such payments.

5.6. That the UPMSCL and the Company shall settle their accounts every quarter and the balance credit/debit shall be squared by making payments by the party owing to the other.

6. SYSTEM AND SOFTWARE

6.1. However, if the system does not meet the availability criteria laid down as above **within 4 weeks** from date of commissioning, tender shall have the right to reject the system and ask for its replacement. If so deemed necessary, the bidder shall replace the whole or part of the system as suggested by tender within six weeks from the date of rejection notice. If the bidder fails to replace the system as required, the tender reserves the right to initiate any contingent measures as deemed necessary in the interest of the project.

6.2. Proper hand holding of IT team of UPMSCL to be ensured by the selected service provider.

7. INCIDENTAL SERVICES

7.1. The Second Party at no extra cost shall furnish the following services:-

7.1.1. On-site commissioning and start-up of the equipment.

7.1.2. Furnishing of the manuals for each items of supply.

7.2. As per SLA, any fault in the internet connectivity due to fiber or devices (except power cut) will need to be resolved by the company as per the following schedule:

- 7.2.1. On failure of fiber Link, the link should be activated immediately.
- 7.2.2. The actual uptime on fiber link, to be calculated in respective month and will be measured against total uptime hours 99.5%. if the downtime exceeds the total uptime hours following service penalty will be imposed:
 - 7.2.2.1. Actual uptime $\geq 99.5\%$ No penalty
 - 7.2.2.2. Actual uptime $\geq 99.5\%$ and $\geq 99\%$, penalty would be imposed 1 % of QGR
 - 7.2.2.3. Actual uptime $\geq 99\%$ and $\geq 98\%$, penalty would be imposed 2 % of QGR
 - 7.2.2.4. Actual uptime $\geq 98\%$ and $\geq 96\%$, penalty would be imposed 5 % of QGR
 - 7.2.2.5. Actual uptime $\geq 96\%$ and $\geq 94\%$, penalty would be imposed 8 % of QGR
 - 7.2.2.6. Actual uptime $\geq 94\%$ and $\geq 90\%$, penalty would be imposed 10 % of QGR

Calculation of Actual Uptime % =
 (Actual Uptime Hours / Total Uptime hours) X 100

Definition:

Total Uptime hours = No of days in month X 24
 Actual Uptime Hours = Total Uptime hours - Downtime in hours in a month

Example:

In the Month of May total days is 31 and total down time in the same month in hours was 7 hours. In such case the Actual Uptime can be calculated as follows:

Total Uptime hours = $31 \times 24 = 744$
 Actual Uptime Hours = $744 - 7 = 737$
 Actual Uptime % = $(737/744) \times 100 = 99 \%$

- 7.2.3. If the Actual Uptime is less than 90 % during a month then no payment for that month will be payable to the Vendor Company subject to maximum three consecutive months, after that the contract will be liable for termination, PBG submitted by the company will be forfeited.

8. DURATION

- 8.1. The agreement shall remain in force for initial period of one year from the date of commencement. Thereafter, agreement can be renewed for further period by mutual consent in writing up to 3 years.
- 8.2. That the parties to agreement shall have the right to vary the terms and conditions of services, tariff charges or may discontinue or revise any or all other aspects of the services, tariff, charges, price in respect of the same at sole discretion whether or not such changes is necessitated by reason of direction of government authorities.

9. AGREEMENT AMENDMENTS

9.1. No variation in or modification of the terms of the Agreement shall be made except by written amendments signed by both the parties.

10. TERMINATION OF CONTRACT

10.1. If SLA has not meet in three successive months, the Internet leased line service agreement will be liable for termination by first party and no further payments will be released and the PBG will be forfeited.

10.2. The first party may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the second party, terminate the agreement in whole or part:

10.2.1.1. If the second party fails to perform any other obligation(s) under the agreement.

11. LAW AND JURISDICTION/ RESOLUTION OF DISPUTES:

11.1. If dispute(s) or difference(s) of any kind shall arise between the UPMSCCL and the Company in connection with or relating to this agreement, the parties shall make every effort to resolve the same amicably by mutual consultations.

11.2. If the parties fails to resolve their dispute or difference by such mutual consultation within 15 days of its occurrence, then, unless otherwise provided in the agreement if any, either the UPMSCCL or the Company may give notice to the other party of its intention to commence arbitration, as provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India which will be proceeded by the Arbitrator.

11.3. The jurisdiction of all legal disputes will be Lucknow and the language of the proceedings shall be English. This entire Agreement shall be governed by, and construed in accordance with, the laws of India and the courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Agreement.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---