



Dated: 14-08-2021

Bid Document

	Bid Details			
Bid End Date/Time	24-08-2021 15:00:00			
Bid Opening Date/Time	24-08-2021 15:30:00			
Bid Life Cycle (From Publish Date)	90 (Days)			
Bid Offer Validity (From End Date)	75 (Days)			
Ministry/State Name	Ministry Of Electronics And Information Technology			
Department Name	Na			
Organisation Name	Software Technology Parks Of India (stpi)			
Office Name	Bhubaneswar			
Item Category	Internet Bandwidth and Replication Service - Leased Line(Point to Point); Private Service provider, Goverment Service provider; Unified; Unified; Dark Fiber			
Contract Period	1 Year(s) 5 Day(s)			
Years of Past Experience required	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			
SHG Exemption for Years of Experience and Turnover	No			
Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (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			
Time allowed for Technical Clarifications during technical evaluation	2 Days			
Estimated Bid Value	125000			
Evaluation Method	Total value wise evaluation			

EMD Detail

Required	No
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ePBG Detail

equired	II No
94 54	

Splitting

Bid splitting not applied.

- 1. 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.
- 2. 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.
- 3. 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: 1628932300.pdf

Internet Bandwidth And Replication Service - Leased Line(Point To Point); Private Service Provider, Government Service Provider; Unified; Unified; Dark Fiber (5)

Technical Specifications

Specification	Values			
Core				
Type of Service	Leased Line(Point to Point)			
Types of Service providers	Goverment Service provider , Private Service provider			
License of Internet lease line (ILL)	Unified			
License of Lease Line (LL/PP)	Unified			
Bandwidth Capacity (In Mbps)	Dark Fiber			
DDOS with Internet Lease line Services	NO			
Latency within India	NA			
Latency outside India	NA			
Packet Drop (In percentage)	less than 1			
Type of Media	Fibre			
Link Type(Manageabilty)	Managed			

Specification	Values	
Static IP required (For ILL)	NA	
Router/ Networking Accessories	Provided by buyer	
Addon(s)		

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporti ng Officer	Address	Service Quantity	Additional Requirement
1	RAJEEVA KUMAR	800013,Software Technology Parks of India (STPI), Near Govt. Polytechnic, Rajeev Nagar Road, Patliputra Colony, Tele Fax 0612-2205627	5	N/A

Buyer Added Bid Specific Additional Terms and Conditions

- 1. Buyer Added text based ATC clauses
 - 1. Scope of Work and Service along with obligations mentioned in the Service Level Agreement of the Service.
 - 2. Functional acceptance signoff
 - 3. The Service Provider will create Logs for each Service rendered. Before generation of the Bill, Logs will be verified by Buyer / Consignee. Some Miscellaneous detections if any arise during the execution of the Service and also meeting the requirement of the Contract.
 - 4. .Minimum Average Turn Over of Bidder (in crore Rs.) of last three financial years): 0.10
 - 5. .Bidder/ Supplier/ Organization/ Proprietor/ ANY of the Director(s) shall not be banned or suspended or black listed by any Government / Public Sector Undertaking / Corporate organization or convicted in any Court of Law 4 / 5 across India or declared Bankrupt or insolvent. A self declaration certificate must be uploaded in the GeM portal under Bidders Official Letter Head.
- 2. **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.
- 3. Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).
- 4. Malicious Code Certificate:

The seller should upload following certificate in the bid:-

- (a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-
 - (i) Inhibit the desires and designed function of the equipment.
 - (ii) Cause physical damage to the user or equipment during the exploitation.
 - (iii) Tap information resident or transient in the equipment/network.
- (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due

to activation of any such malicious code in embedded software.

- 5. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
- 6. 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
 - 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
 - 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
- 7. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
- 8. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
- 9. 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.
- 10. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
- 11. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
- 12. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
- 13. Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
- 14. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
 - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
 - b. Execution certificate by client with order value.
 - c. Any other document in support of order execution like Third Party Inspection release note, etc.
- 15. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid.

Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. 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 <u>General Terms and Conditions</u>, conditons stipulated in Bid and <u>Service Level</u>
<u>Agreement</u> 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---