

### Bid Document

Bid Details	
Bid End Date/Time	18-01-2021 19:00:00
Bid Opening Date/Time	18-01-2021 19:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	60 (Days)
Ministry/State Name	Madhya Pradesh
Department Name	Technical Education And Man Power Planning Department Madhya Pradesh
Organisation Name	N/a
Office Name	Madhav Institute Of Technology & Science, Gwalior
Item Category	Internet Bandwidth and Replication Service
Contract Period	1 Year(s)
Bidder Turnover (Last 3 Years)	2.4 Lakh (s)
Project Experience Required	Yes
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	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
Time allowed for Technical Clarifications during technical evaluation	5 Days
Estimated Bid Value	800000
Evaluation Method	Total value wise evaluation

### EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	2.00
EMD Amount	16000

### ePBG Detail

Required	No
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(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:**

Director

Madhav Institute Of Technology & Science, Gola Ka Mandir, Gwalior-474005

(Dr R K Pandit)

**Splitting**

Bid splitting not applied.

1. Project experience: The Bidder must have executed at least one single order of 80% value of the Bid or 2 orders each of 50% value of the Bid or 3 orders each of 40% value of the Bid for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company

**Additional Required Data/Document(s)**

**Detailed Scope of Service:**[1610021495.pdf](#)

**Internet Bandwidth And Replication Service ( 1 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
Type of Service	Internet Leased Line
Types of Service providers	Goverment Service provider , Private Service provider
License of Internet lease line (ILL)	Class A
License of Lease Line (LL/PP)	National long Distance (NLD)
Bandwidth Capacity ( In Mbps)	100
DDOS with Internet Lease line Services	NO
Latency within India	Less than 80 ms
Latency outside India	Less than 280 ms
Packet Drop ( In percentage )	less than 1
Type of Media	Fibre
Link Type( Manageability)	Managed
Static IP required ( For ILL)	8
Router/ Networking Accessories	Provided by Seller
<b>Addon(s)</b>	

## Additional Specification Documents

### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity of above mentioned technical specification	Additional Requirement
1	Prabhakar Sharma	474011, Madhav Institute of Technology & science, Gwalior, PO Residency, Gola Ka Mandir, Gwalior	1	N/A

### Bid Specific Additional Terms and Conditions

1. WORLD BANK TERMS AND CONDITIONS: Special Terms and Conditions as defined by world bank at [click here](#) will also be applicable. APPLICABLE ONLY IN CASE OF WORLD BANK FUNDED PROJECTS.
2. Bidders can also submit the EMD with Account Payee Demand Draft in favour of DIRECTOR MITS GWALIOR payable at GWALIOR.  
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
3. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.
4. 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.
5. **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.
6. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

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---

*TENDER DOCUMENT*

For

**100 MBPS Fibre Link Leased Line with Router**



IFSC  
UBIN 0570036

DIRECTOR MITS Gwalior  
5212020 51000101  
UNION BANK OF INDIA

MITs Gwalior invites online bids (e-tender) in two bids systems from Category "A" Internet Service Provider (ISP) for the following services:

Brief Details of Tender: Description of Service	Earnest Money Deposit (EMD)
Supply, Installation, Commissioning & Maintenance of Full Duplex 100 MBPS (1:1) Leased Line Internet Connection at MITs Gwalior Campus for one year (with router)	Rs. 16,000/- DIRECTOR, MITs Gwalior 5212020 51000101

### 1. EMD

- A. EMD of Rs 16,000/- (Rupees One Lakh Only) should be submitted through NEFT or RTGS Bank Transfer or Direct Credit in favour of Director MITs Gwalior. (Bank Details)
- B. EMD of all unsuccessful bidders (if any) will be returned after finalization of the tender. In case of successful tenderer, the EMD (if any) may be adjusted towards the Performance Security deposit on request.
- C. The amount of EMD (if any) is liable to be forfeited, if the tenderer withdraws from the offer after submission of the tender or after the acceptance of the offer and fails to remit the Performance Security Deposit.
- D. No interest will be paid on the EMD (if any) / Performance Security deposited / remitted.

### 2. ELIGIBILITY CRITERIA

OID (Other Important Documents):

OID viz. Firm Incorporation Certificate, PAN details, GST details are to be provided.

#### Statutory Documents:

- a) The Bidder should provide details pertaining to Tender fee / EMD and self-declaration certificate for acceptance of all terms & conditions of tender documents. A duly completed certificate to this effect is to be submitted as per the *Annexure-I*.
- b) The firm should be neither blacklisted by any Government Dept., nor is any criminal case registered / pending against the firm or its owner / partners anywhere in India. A duly completed certificate to this effect is to be submitted as per *Annexure-II*.
- c) The bidder must be a Company registered under Indian Company Act, 1956 or Government/ Government PSU.
- d) The firm should have executed orders as following: (during the last 3 years from the date of publication of tender).

(i) One similar work of 80% of the estimated cost each [Order copy to be enclosed

OR

(ii) Two similar works of 50% of the estimated cost each [Order copy to be enclosed]

OR

(iii) Three similar works of 40% of the estimated cost each. [Order copy to be enclosed]

The bidder should attach copies of the purchase orders / contracts and completion certificate / satisfactory report.

e) The Annual Turnover should be at least 30% of the estimated cost during each of the previous three financial years (2015-16 to 2017-18) or (2016-17 to 2018-19). Copies of duly signed Balance Sheet with Profit & Loss accounts or Trading Accounts / CA Certificate with UDIN Number are to be submitted.

f) The firm should have executed / serving at least one order of 100 Mbps (1:1) Internet leased line or higher bandwidth, and one order of 50 Mbps (1:1) Internet leased line or higher bandwidth. Out of these two order, at least one order in which the service provided within Madhya Pradesh during the last 3 years from the date of publication of tender. The bidder should attach copies of the purchase orders / contracts and completion certificate/ satisfactory report to this effect.

g) The Bidder should be having valid ISP Class "A" Category License or UASL (Unified access service license). (With date, license copy issued by Government of India/TRAI/DoT to be enclosed.)

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- h) The bidder (ISP) should have its own / leased International Gateway in India. Appropriate License / certificate for the same to be enclosed.
- i) The bidder must have the ownership of local circuit up to MITS Gwalior premise. (Declaration letter on company letterhead to be enclosed).
- j) Bidder should have more than 3 years' experience in the ILL business from the date of publication of tender. (Proof to be enclosed).
- k) The bidder must have at least 10 Internet leased line customers (100 MBPS or more) across in India. (Client list to be enclosed).
- l) The bidder must justify, how their leased line network is independent from our primary leased line infrastructure (MITS Gwalior is having 100 MBPS leased line from NIC under NKN project. The infrastructure support for this project is provided by M/s. Railtel). A duly completed certificate with justification to this effect is to be submitted as per the *Annexure-III*.

#### 4.3 Technical Criteria:

Bidders should comply the specification of the tendered item in all respect, No deviations are acceptable. The detailed format is attached at *Annexure-IV*. The bidder is to complete the same in all respect and submit accordingly.

### 3. PAYMENT TERMS

- a) No advance payment will be made in any case.
- b) Service Provider shall raise invoices on Quarterly basis on completion of each quarter (3 months period). Payment will be made after deducting penalty amount (if any), on receipt of bills. No advance payment will be made.
- c) TDS and any other Government levies applicable on bills as per Government instructions / notifications issued from time to time shall be applicable and deducted from Contractor's bills.

### 4. WARRANTY OF QUALITY AND QUANTITY

- a) The Vendor will be responsible for the comprehensive maintenance during the contract period after the acceptance of installation & testing of hardware for which MITS Gwalior will not make any extra payment.
- b) The vendor will do preventive maintenance once a quarter for upkeep of the Systems running. The schedule will have to be adhered to strictly by him.
- c) "The services shall be provided 24 hours & 7 days in a week. Expected uptime service availability should be 99.5%.
- d) The insurance of the equipment utilized in this service will be borne by the service provider.

### 5. PENALTY CLAUSE

#### 5.1 Liquidated Damages:

In case of delay in supply, installation and commissioning by the stipulated date, MITS Gwalior reserves the right of imposing penalty @ 0.5% per week on the overall value of the order subject to maximum 10% of the total cost of work order.

#### 5.2 ILL Link and Uptime calculation:

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Average uptime during a quarter should not be less than 99.5%. In case the vendor/ISP fails to maintain the said uptime; the vendor/ISP will be liable for penalty as mentioned below. Even if a peripheral or part of the equipment supplied by ISP is not working, the system will be considered as down.

'Uptime' refers to the availability of Internet leased line bandwidth. Uptime for the link shall be calculated based on the formula:

$$\text{Uptime (In percentage)} = 100 \times \left[ \frac{\{\text{Total Available time per Quarter}\} - \text{Downtime of a Link}}{\{\text{Total Available time per Quarter}\}} \right]$$

Note:

i. Total Available time per Quarter = (24 hrs. \* N days)

ii. N = Number of calendar days in a Quarter

iii. Downtime of a link = Downtime of the link in hours

Sr. No.	Uptime %	Penalty in % on Quarterly charges
1	$\geq 99.5\%$	No Penalty
2.	$< 99.5\%$ and $\geq 98.5\%$	3%
3.	$< 98.5\%$ and $\geq 97.5\%$	5%
4.	$< 97.5\%$ and $\geq 96.5\%$	10%
5.	$< 96.5\%$ and $\geq 95.5\%$	20%
6.	$< 94.5\%$	50%

## 6. CONTRACT PERIOD

a) The contract will be initially for a period of one year starting from the date of successfully installation of leased line. Based on satisfactory performance, the contract may be extended maximum up to another two years on mutually agreed terms and conditions.

b) MITS Gwalior can terminate the contract with one-month notice in case the services are not found satisfactory. In such a case, MITS Gwalior will pay on actual work basis for the duration for which the services were used during the period in question, after deducting penalty, if any.

## 7. TERMS AND CONDITIONS

### 7.1 Termination for Insolvency:

a) The MITS Gwalior may at any time terminate the Contract by giving a written notice to the awarding firm, without compensation to the firm, if the firm becomes bankrupt or otherwise insolvent as declared by the competent Court, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the department.

b) The courts of Gwalior alone will have the jurisdiction to try any matter, dispute or reference between the parties arising out of this purchase. It is specifically agreed that no court outside and other than Gwalior Court shall have jurisdiction in the matter

### 7.2 Force Majeure:

a) Should any force majeure circumstances arise, each of the contracting parties be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within 15 days of its occurrence informs in a written form the other party.

b) Force Majeure shall mean fire, flood, natural disaster or other acts such as war, turmoil, sabotage, explosions, epidemics, quarantine restriction, strikes, and lockouts i.e. beyond the control of either party.

### 7.3. Arbitration & Jurisdiction:

a) That in case of any dispute between party of first part and the party of other part arising out of or in relation to the agreement, the dispute shall be referred to arbitration of a sole arbitration to be appointed by the Director, MITS Gwalior. The award of the said arbitrator shall be binding on both parties.

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b) The work shall be awarded to that party, whose rates are found genuine, lowest & capable to work at MITS Gwalior. The rates should be inclusive of all taxes. The Institute holds the right to reject any/all the bid(s) without assigning any reason.

c) Canvassing in connection with the tenders is strictly prohibited and tenders submitted by the tenderers who resort to canvassing will be liable to rejection. Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or staff of MITS Gwalior shall block his/ her tender from being considered. Canvassing on the part or on behalf of the tenderer will also make his tender liable to rejection.

d) The courts at Gwalior, Madhya Pradesh shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

#### 7.4. Other Conditions:

a) The primary objective of availing the 100 MBPS leased line service is to provide simultaneous connectivity along with the primary line and If primary link circuit fails then the connectivity of backup line should work to provide the Internet. Hence the service provided for this service should be different from the primary service and media provider.

b) The bidder has to upload the relevant & readable files only as indicated in the tender documents. In case of any irrelevant or non-readable files, the bid may be rejected.

c) MITS Gwalior reserves the right to accept or reject any or all the tenders in part or in full or may cancel the tender, without assigning any reason thereof.

d) MITS Gwalior reserves the right to relax / amend / withdraw any of the terms and conditions contained in the Tender Document without assigning any reason thereof. Any inquiry after submission of the quotation will not be entertained.

e) MITS Gwalior reserves the right to modify/change/delete/add any further terms and conditions prior to issue of purchase order.

f) In case the bidders/successful bidder(s) are found in breach of any condition(s) at any stage of the tender, Earnest Money/Performance Security shall be forfeited.

g) Conditional tenders will not be considered in any case.

h) In case of doubt in material / service, the expenditure on testing of equipment / service will be borne by the tenderer.

i) MITS Gwalior shall not be responsible for any transaction delay i.e. non-receipt of the EMD & Tender Fee amount.

j) Tender fees will not be refunded if the bidder does not submit the online bid on CPP portal by due date and time

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**ANNEXURE – I**

Undertaking to Director MITS Gwalior

(Notice Inviting Tender for 100 MBPS Leased Line Internet Connection at MITS Gwalior Campus)

Sir,

1. I /we hereby submit our tender for 100 MBPS Leased Line Internet Connection at MITS Gwalior Campus along with other required documents.
2. I am/ We are offering our competitive bids for Notice Inviting Tender for 100 MBPS Leased Line Internet Connection at MITS Gwalior Campus,
3. I/ We enclosed herewith the following in favor of Director, MITS Gwalior towards EMD.

Particular	Amount	Transaction No. & Date	Bank Name	Supporting documents are to be attached along with the Annexure-I
Earnest Money Deposit (EMD)	Rs. 16,000/-			

4. I / We hereby reconfirm and declare that I / We have carefully read, understood & complying the above referred tender document including instructions, terms & conditions, specifications, schedule of quantities and all the contents stated therein.

5. I / We also confirm that the rates quoted by me / us are **inclusive of all applicable taxes and inclusive of all other charges at FOR MITS Gwalior.**

**Vendor Seal, Sign and Name with date**

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ANNEXURE – II

CERTIFICATE

(to be provided on letter head of the firm)

I hereby certify that the above firm neither blacklisted by any Central/State Government/Public Undertaking/Institute nor is any criminal case registered / pending against the firm or its owner / partners anywhere in India. Our Terms and Conditions for the services are as per Govt of India Norms.

I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

**Vendor Seal, Sign and Name with date**

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02/01/2021

MA  
7/1/21

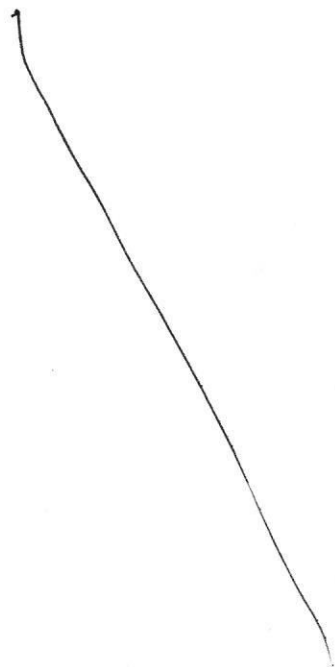

**ANNEXURE – III**


**Declaration of Non-Dependency on MITS Gwalior Primary Leased Line Infrastructure**

MITS Gwalior is having 100 MBPS leased line from NIC under NKN project. The infrastructure support for this project is provided by M/s. Railtel.

Please justify, how your leased line network is independent from our primary leased line infrastructure.

**Vendor Seal, Sign and Name with date**

  
02/01/2021  


  
  
7/1/21



ANNEXURE – IV

SN	Supply, Installation, Commissioning & Maintenance of Full Duplex 100 MBPS (1:1) Leased Line Internet Connection at MITS Gwalior Campus as per the following technical specification	Compliance (Yes/No)
(a)	The connection has to be made available within 30 days (maximum) from the date of receipt of purchase order.	
(b)	The ISP will have to provide all the required Terminal Equipments, and any other required Accessories for the <u>Uninterrupted services including Router.</u>	
(c)	Last Mile Connectivity on Optical Fiber Cable.	
(d)	ISP should have Backup line and should provide 100% backup through alternate route (Self-healing fiber connectivity)	
(e)	Throughput: 100% non-blocking [symmetric] Uncompressed	
(f)	Acceptable Packet Loss/Drop: < 1 % (Till ISP Internet Gateway and with no dependencies on CPE router)	
(g)	Leased line output interface should be on Ethernet/Fiber as per institute requirement.	
(h)	The ISP should quote total charges that includes Equipment rental charges, Installation charges, Registration charges, Local Loop charges, Port charges, Service charges, Internet charges, other charges if any.	
(i)	The ISP should provide a sufficient pool of static IP addresses (IPv4/IPv6 – min 16 ip) for these Services.	
(j)	The ISP should provide a service support of 24 X 7 basis.	
(k)	The ISP should monitor and maintain the leased line connectivity around the clock, which includes local circuit maintenance also.	
(l)	The ISP should ensure that the average round trip time for data packets will not exceed 30ms (milliseconds) between the ISP routers and MITS Gwalior site or Edge Network, as measured over any continuous 15-minute period.	
(m)	ISP should have state of the art network Management Center and Network Operation Center, which operates on a 24*7 basis. ISP should have centralized trouble ticketing tool for call logging, monitoring and troubleshooting purpose. ISP should provide all the administrative contact information for maintenance. The ISP should ensure that their Support team is contactable 24/7 by MITS Gwalior. ISP should provide Single point of contact for service requirements such as troubleshooting, ordering, Implementation, operations and billing related matters.	
(n)	The ISP must share their support phone numbers, email address with their escalation matrix.	

*Handwritten signature and date: 02/10/2021*

*Handwritten signature*

*Handwritten signature and date: 21/11/21*

## COMPANY PROFILE

Name of the Party		
Date of Incorporation / Establishment		
PAN Number		
Sales / Service Tax Registration Number		
Office Address for Postal Communication		
Authorized Signatory Details	Name	
	Designation	
	Email	
	Phone	
Details of Contact other than Authorized Signatory	Name	
	Designation	
	Email	
	Phone	

Vendor Seal, Sign and Name with date

*[Signature]*  
02/01/2021

*[Signature]*

*[Signature]*

*[Signature]*  
7/11/21