

# **Notice Inviting Tender, Scope of Work, SLA and Terms and Conditions**

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### 1. **Notice Inviting Tender:**

Employees' State Insurance Corporation (ESIC) Regional Office Kolkata invites quotations, in two bid system (Technical & Commercial bid) for providing Internet Leased Line Services as detailed in 'Scope of work {3(a)}' attached, from reputed Internet Services Provider (ISP) (other than BSNL as already one BSNL ILL connection is installed at each location) - 'Class / Category - A' with a proven track record for more than 5 (Five) years.

### 2. **Introduction**

Employees' State Insurance Corporation (ESIC), an autonomous organisation under Ministry of Labour and Employment, Government of India, is the largest Social Security Service providing organizations of the country. It came into existence through an Act of Parliament - The ESI Act, 1948, and is one of the largest schemes for Indian workers. During its 75 years of existence, the Social Security Scheme has grown consistently and expanded to statutorily cover establishments and workers of many districts through its 2300+ offices, hospitals, dispensaries. It has also emerged as one of the strongest healthcare providers in the country through the participation of the States and the Union Territories as per the mandate of the scheme, famously known as the ESI Scheme, which govern and operate these health institutions through their respective dedicated & designated administrative machinery and federal structures.

To provide ease of business and various online services to the insured persons and stakeholders of ESI scheme, ESIC is implementing Project Panchdeep, an IT project, which is one of the largest e-governance programs of the country. It provides online facilities to the Employers, Insured Persons, ESI Staff, third party & government agencies, Suppliers and other stake holders and also provides registration of employers & beneficiaries, deposition of contribution, disbursement of cash benefits and documentation of medical services for all insured people. ESIC endeavors to maintain and modernize the project from time to time to suit the needs and requirements.

### 3. **Scope of Work:**

The Internet Service provider (ISP)/Bidder would be responsible for the following:

- a) The ISP/Bidder shall provide the 100 Mbps Internet leased line Point to Point internet connectivity (the ILL link should be dedicated, unshared, 100% symmetric and 1:1) at each of the following locations, at all the time throughout the contract period.

List of sites with address for new ILL connection		
1	Regional Office Kolkata	5/1 Grant Lane, Kolkata-700012
2	Bandel ESIS Hospital	Bandel ESI Hospital, Vill & P.O.- Bandel, Hooghly-712123
3	Uluberia ESI Hospital	Uluberia ESI Hospital, P.O.- Jaduberia, Howrah-711316

4	Gourhati ESI Hospital	Gourhati ESI Hospital, P.O.- Angus, Hooghly-712221
5	Baltikuri ESI Hospital	Baltikuri ESI Hospital, P.O.- Bankra, Howrah-711403
6	Budge Budge ESI Hospital	Budge Budge ESI Hospita, B.B.T. Road, Kolkata-700139
7	Serampore ESI Hospital	Serampore ESI Hospital, G.T. Road(W), P.O.- Mollick Para, Hooghly 712203
8	Manicktala ESI Hospital	Manicktala ESI Hospital, Baghmari Road, Kolkata-700054
9	Sealdah ESI Hospital	Sealdah ESI Hospital, 301/3, A.P.C. Road, Kolkata-700009
10	Kalyani ESI Hospital	Kalyani ESI Hospital, P.O.-Kalyani, Nadia-741235
11	Kamarhati ESI Hospital	Kamarhati ESI Hospital, 1, Graham Lane, Kolkata-700058
12	Durgapur ESI Hospital	Durgapur ESI Hospital, P.O.-Bidhannagar, Durgapur-713206
13	Asansol ESI Hospital	Asansol ESI Hospital, Asansol, Burdwan-713305

- b) The ISP should provide 2 Gbps cloud-based DDoS detection & mitigation capacity on the ILL links. The ILL link shall be terminated on the SDWAN appliance provided by ESIC at all sites.
- c) The ISP should provide Ethernet handoff at all sites.
- d) The ISP shall maintain all the devices provided at site during the contract period.
- e) The Service provider shall have to provide 5 Public IP (IPv4) per location of IPv4 & /29 subnet Public IP required for PE & CE end at each location free of additional cost.
- f) The ISP shall be responsible for Installation, commissioning, configuring of the link(s) and hardware (POE/Adapter/IDU device, other relevant devices, etc.). This will include alignment, provisioning of adequate Test points enroute wrt OFC, installation, commissioning and configuring of all associated hardware for the connectivity and subsequent maintenance/AMC of the complete link for a period of 3 years from the date of Installation/commissioning.
- g) The ISP/Bidder shall be responsible for maintenance support service [24 Hours x 7 Days (including Holidays)] for bandwidth and equipment.
- h) The ISP/Bidder should ensure 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 etc.
- i) Liaising (if required) with other firm(s) for obtaining point to point connectivity between ISP node and all the locations, shall be the responsibility of the ISP.

#### **4. Delivery, installation & commissioning period:**

The Internet Service Provider (ISP)/Bidder shall deliver, install and commission the Internet leased line at ESIC, RO KOLKATA specified locations within 30 days from the date of issuance of award of contract. The ISP shall designate at least one nodal officer to coordinate for the execution of this Project till successful completion. Before award of contract, successful bidder will have to share an Escalation Matrix of resources each for Administrative, Technical as well as Financial purposes, containing Name, Designation, Office Address, e-mail and Mobile Number of all persons.

**5. Liquidated damages (LD):**

The bidder shall take appropriate steps to ensure that the installation & commissioning 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 of the total contract value will be levied, part of week will be deemed to be full week. The deduction under this Clause shall not in any case exceed 10% of the contract value.

**6. Testing and Acceptance of installation, commissioning & testing:**

After installation & commissioning of said Internet Leased line(s), the services being provided shall be tested for fifteen (15) working days for latency, consistency, and robustness, etc. The Internet Service Provider (ISP) shall submit bandwidth utilization report and quality check reports on daily basis during the testing period. The services shall be continued only after satisfactory performance during the testing period. In case of unsuccessful testing or unsatisfactory test outcomes, ESIC Regional Office Kolkata shall be at a liberty to discontinue seeking of services and all costs for testing will have to be borne by bidder only. ESIC will not compensate in any way to bidder. Acceptance of installation, commissioning & testing shall be considering only after services are tested and confirmed jointly by ESIC and/or its representative & bidder/ISP. In case of unsatisfactory performance, the services shall be discontinued, ESIC, RO KOLKATA work order will be cancelled and no further payment shall be released. Failure in testing will lead to forfeiture of EMD/PSD/PBG.

**7. Contract Period:**

The contract period for providing the Internet Leased Line Connectivity at all the 13 (Thirteen) locations mentioned at **Para 3(a)** above would be initially for a period of Three (03) years from the from the date of "Acceptance of installation, commissioning & testing of ILL Links" and extendable one year at a time thereafter subject to requirement and satisfactory delivery of services, on same T&Cs.

**8. Service Level Agreement (SLA) for Internet Lease Line (ILL):**

Sl No	SLA Parameter	Duration	SLA
1	Availability / Uptime	Quarterly	>= 99.5 %
2	MTTR for ILL.	Quarterly	<= 4 Hrs
3	Packet Loss on ILL	Quarterly	<= 0.50%

**9. SLA Monitoring:**

During the duration of the contract, the selected agency shall be required to provide the reports on utilization, uptime, downtime, response time, resolution time, latency, jitter, packet loss etc. required for monitoring the SLAs.

**10. SLA Penalties:**

Sl. No	Parameter	Duration	Description	Range	Penalty on Quarterly Recurring charges (QRC)
1	Availability	Quarterly	(Total Time Service Available) / (Total Time)	99.50%– 98.00%	2%
				97.99% – 96.50%	4%
				96.49% – 95.00%	6%
				95.00% or less	8%
2	MTTR for ILL	Quarterly	Average time taken for recovery	4 – 6 Hours	2%
				7 – 9 Hours	4%
				10 – 12 Hours	6%
				12 hours or more	8%

- The penalty shall be calculated and deducted from the immediate payment due.
- All above mentioned penalties are exclusive to each other.

## 11. **Payment terms & conditions:**

- Bills to be submitted to ESIC Regional Office Kolkata on quarterly basis. No advance payment shall be made.
- Bandwidth Charge:** Recurring (bandwidth) charges shall be payable on post quarterly basis at the end of the quarter after satisfactory delivery of services, for which the Internet Service Provider will raise the bill at the end of each quarter/ year.
- Hardware Charges:** All the hardware procured shall be maintained by the ISP at no additional charge for the entirety of the operation of service.
- Charge for Dedicated Lease Line:** Vendor/ Agency will be required to provide the **bandwidth** over wired media (OFC). Wired media is required to be owned by the ISP. However, no additional charges will be paid for the leased line.
- ESIC Regional Office Kolkata will not be responsible for any kind of damage of hardware / software.
- TDS/Income tax and all other applicable taxes shall be deducted at source as per prevailing Govt. Rules in this regard.
- Liquidated damages (LD)/SLA penalty**, if any, shall be deducted from the quarterly, based on LD/penalty clauses as specified at **paras 5 & 10 above**.
- Payment shall be done within 30 days from the date of receipt of complete invoice along with all valid documents including monthly latency report (system derived), monthly downtime/uptime report (system derived) after adjustment as per SLA parameters.
- The decision of ESIC regarding deductions due to non-compliance of SLA parameters shall be final.
- The service provider shall give access for online report and dashboard access to view and download latency report, uptime/downtime report.
- Billing of services will start from date of “Acceptance of installation, commissioning & testing of ILL Links”.
- The rate quoted by the bidder should be inclusive of all taxes. No enhancement

in rates shall be made during the period of contract. However, if there is any upwardly/downwardly revision of taxes, the same will be adjusted/levied accordingly.

- m. If the cost of International Bandwidth is reduced during the period of contract, the benefit of the same shall be equally passed on to ESIC Regional Office Kolkata.

## **12. Tender Evaluation:**

ESIC Regional Office Kolkata will evaluate all the proposals to determine whether these are complete in all respects as specified in the tender document. Evaluation of the proposals shall be done in two stages as:

### **(a) Level - I (Technical Evaluation):**

- i. ESIC Regional Office Kolkata shall evaluate the technical bid(s) submitted by the bidder on GeM portal to determine whether these qualify the essential eligibility criteria, whether the bidder has submitted the EMD whether any computational errors have been made, whether all the documents have been properly signed & stamped, whether all the documents as mentioned / or required to submitted with technical bid are submitted and whether bids are completed and generally in order.
- ii. After evaluation of technical bid(s),
- iii. a list of the qualifying bidder(s) shall be Short-listed on GeM Portal.

### **(b) Level –II (Financial Evaluation):**

The Financial bid(s) shall be evaluated on the basis as mentioned in para 15 below. After due evaluation of the financial bid(s), ESIC Regional Office Kolkata will award the to the lowest bidder [hereinafter referred to as the “Internet Service Provider (ISP)"].

## **13. Commencement of Contract:**

The ISP shall commence the work from the date of receipt of acceptance of the Letter of work order which shall be accepted by the Service Provider within 10 working days from the receipt of the work order or 15 working days from the issue date of said order whichever is earlier.

## **14. Eligibility for Bidders:**

The **bidders** that fulfil the following requirements shall be eligible to apply:

<b>Bidder's Eligibility</b>		
<b>Sr. No.</b>	<b>Description / Specifications</b>	<b>Documents to be submitted by Bidder</b>
1	Should be a public / private limited company registered Company in India under the Companies Act, 1956 / 2013 for a minimum period of Five years in India.	Certificate of Incorporation

2	The Bidder should hold a valid GST Number & PAN Card and should be registered with the appropriate authorities for all applicable statutory taxes/duties.	1. Copy of GST certificate to be submitted 2. Copy of PAN Card to be submitted
3	Must have been in existence in business of ICT services for a minimum period of 5 years in India as on 31.03.2025	Certificate of Incorporation and a Purchase order of at least 2 locations of ILL services of 1 Gbps.
4	The Bidder should have valid license for either Class A ISP (Internet Service Provider) or Unified Access Service License (UL/UASL) or a National Long Distance (NLD) Service Provider in India as per Telecom policy of India for last at least 5 years.	Attested copy of the appropriate license/document.
5	The bidder should have overall annual turnover of minimum Rupees 5.28 Crores in each of the last three financial years (2021-22, 2022-23 and 2023-24). In case of merger or acquisition, financials of merged or acquired companies may be considered in case of new companies.	1. Audited Financial statements for the respective financial years and/or 2. Published Balance Sheet and/or 3. CA Certificate
6	The Bidder should have made profit in all three financial years (2021-22, 2022-23 and 2023-24). The net profit of the Group Company or Parent Company shall not be considered. In case of merger or acquisition, financials of merged or acquired companies may be considered in case of new companies.	
7	Quality certification in delivery of service (maintenance & support) from an internationally recognized and reputed agency, e.g. (ISO 9001:2015, TL 9000:2016 for providing Network Services ).	Copy of relevant certifications
8	The bidder should have support center at Kolkata and West Bengal.	Office / Support Center address to be provided along with GST Number of West Bengal
9	Bidder must have its own Network Operations Centre (NOC) in India for monitoring/maintenance of network, in existence for at least 5 years as on 31.03.2025. The NOC facilities should be ISO 9001 or ISO 20000 or ISO 27001 Certified.	Self-declaration and Copy of the relevant ISO Certifications.  In Case ISO 9001 has expired and renewal is in process, a letter from auditor for audit under progress also has to be submitted

10	The bidder must have implemented and managing ILL in Govt/PSU/Large Private Organizations	1. Copy of original PO / Contract highlighting the following details: a. Date of PO / Contract b. Name of Parties c. Scope of Work 2. Completion Certificate or Installation Report or Satisfactory Progress of project from client.
11	The bidder's network should be IPv6 ready.	Copy of relevant document/ certificate.
12	The bidder should have a centralized operational help desk for complaint/call logging, assigning/allocating, automated tracking etc. Information regarding help-desk and escalation matrix should be submitted (details like name of contact person, phone no, location, the process of complaint booking and resolution, etc.)	Copy of relevant document/certificate.
13	The Bidder should not be blacklisted by any Government or PSU enterprise in India as on the date of the submission of bid.	Self-Declaration letter by Bidder authorized signatory.
14	The Bidder should not have filed for Bankruptcy in any country.	Self-declaration confirming the criteria.

#### 15. **Commercial Bid (Format & Requirements)**

Item description	Annual Rate (INR)	Applicable Taxes (%)	GST Amount (INR)	Total Annual Charges Including GST (INR)	Total Charges for three Years Including GST (INR)
Supply, Installation, Commissioning and Maintenance of 100 Mbps Internet Leased Line (1:1 uncompressed and unshared with last mile on fiber optic) at 13 ESIC/ESIS locations in West Bengal Region					
A. One-time installation & Commissioning Charges (Including equipment, Configuration & testing charges etc.)					
B. Rentals (Recurring charges including Bandwidth etc.)					
C. Any other charges (to be specified)					



<b>D. Grand Total (in Rs.)</b>					
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- a) The charges will be paid on pro-rata basis for actual usage period.
- b) Indicate Not Applicable (NA), if any section (in this format) is not applicable. Rates must be quoted for all listed items.
- c) **Any drop in the charges/tariff of leased line or Internet port access during the contract period shall be passed on to ESIC Regional Office Kolkata.**
- d) No other charges would be payable by AIIMS Rajkot, apart from above **mentioned** in this financial bid.

#### 16. **Bid Security - Related Documents**

- a. The Bidder shall furnish, as part of its Proposal, an Earnest Money Deposit (EMD) in the amount stipulated by ESIC, in Indian Rupees.
- b. EMD shall be in the form of a DEMAND DRAFT or Bank Guarantee, from any Commercial bank located in India. The DEMAND DRAFT shall be in favour of “ESI fund Account Number 1” payable at Kolkata, for an amount of Rs.2,65,200/- (Two lakh Sixty Five thousand Two hundred only). In case Bank Guarantee is furnished, it shall be in favour of “Employees’ State Insurance Corporation, Regional Office, Kolkata”. The Bidder should scan a copy of the Earnest Money Deposit (Demand Draft/BG) with the technical bid and upload it online through GeM Portal. The Original copy of the EMD documents (Demand Draft/BG) should be submitted at **“Employees State Insurance Corporation, Regional Office Kolkata, Panchdeep Bhawan, 5/1, Grant Lane, Kolkata-700012. West Bengal”** before the time and date of the bid closing. EMD shall remain valid for a period of 180 days from the date of opening of the Proposal, and any further period of extension subsequently. In case of the successful Bidder, the EMD shall be retained by ESIC till the execution of the Agreement and submission of the Performance Bank Guarantee for the Contract. No interest will be payable on EMD.
- c. Bidders, who are eligible to be exempted from depositing EMD according to Rule-170 of GFRs, 2017, should submit documentary proof thereof along with technical bid, online through GeM Portal. Besides, the bidders are also required to enclose a hardcopy of valid exemption certificate(s) with the Bid Security Declaration and ensure that the same is deposited to the Officer in Charge as detailed in Appendix to NIT. Further, as per OM No.F.9/4/2020-PDD dated 12.11.2020 of Procurement Policy Division of Department of Expenditure under Ministry of Finance, in place of Bid Security, exempted Bidders are required to sign a Bid Security Declaration (Refer Form 7) accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or failed to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.
- d. The EMD of the unsuccessful Bidder will be returned as promptly as possible, but not later than 30 days after the issue of Work Order to the successful bidder.
- e. The EMD of the successful Bidder will be returned when the Bidder has signed

the Contract Agreement and furnished the required Performance Bank Guarantee, to perform and execute further as per the Agreement.

- f. The EMD may be forfeited:
  - i. If the Bidder withdraws its Proposal; or.
  - ii. In the case of a successful Bidder, if he fails within the specified time limit to sign the Agreement or furnish the required Performance Guarantee.

**17. Performance Security:**

- a. The Internet Service Provider (ISP) shall be required to furnish a **Performance Bank Guarantee (PBG) within 30 days** for the date of issue of LOI/work order for an amount equal to **3% of order value** which shall include all applicable taxes and duties.
- b. The PBG as furnished by the ISP shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Service Provider under the agreement to be executed by and between ESIC Regional Office Kolkata and the Internet Service Provider.
- c. In case the period of contract is extended further by ESIC Regional Office Kolkata in consultation with the Service Provider, the validity of PBG shall also be extended by the Service Provider accordingly so that such PBG shall remain valid for a period of sixty days after the expiry of the obligations of the Service Provider for the extended period.

**18. Local Conditions/ Site survey:**

- a. It shall be the responsibility on each bidder to fully inform /acquaint / familiarize itself with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract. All bidder (s) intending to bid shall visit and conduct necessary Survey on a No Cost No Commitment basis & make themselves thoroughly acquainted with the local site conditions.
- b. ESIC Regional Office Kolkata, shall presume that the bidder has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by ESIC Regional Office Kolkata, on the basis of any non- clarity of information about local conditions being pleaded by the bidder.
- c. Further, no additional claim for financial adjustment being made by the contract awarded on this tender document will be entertained by ESIC Regional Office Kolkata.