



# राष्ट्रीय बहुदिव्यांगता जन सशक्तिकरण संस्थान

(विकलांगजन सशक्तिकरण विभाग (दिव्यांगजन), सामाजिक न्याय और अधिकारिता मंत्रालय, भारत सरकार)

## National Institute for Empowerment of Persons with Multiple Disabilities (Divyangjan)

(Department for Empowerment of Persons with Disabilities (Divyangjan),  
Ministry of Social Justice & Empowerment, Govt. of India)

Phone: 044-27472104, 27472113, 27472046, 27472423 Fax: 044-27472389 Toll Free: 1800 425 0345  
E-mail: niepmd@gmail.com, Website: www.niepmd.tn.nic.in

### Notice Inviting E-Tender for Subscription of Internet leased Line Services

#### For

National Institute for Empowerment of Persons with Multiple Disabilities (NIEPMD),  
E.C.R. Muttukadu, Kovalam (Post), Chennai – 603112

Tender Reference Number. NIEPMD/LIB 9(57)/2020

E-Tender ID: 2020\_NIEPM\_586402\_1

NIEPMD, established by the Ministry of Social Justice and Empowerment (MSJ&E), Govt. of India, under Department of Empowerment of Persons with Disabilities (DEPwD), invites offers/bids under two bid system from “Authorized Class A ISPs” for subscribing/hiring of services of 100 Mbps (1:1) Leased Line Internet connection for its office location at Muttukadu, Kovalam (Post), Chennai - 603112 for a period of two years and can be extended 03 more years (on yearly basis) on same terms and conditions. Details term and conditions are mentioned in NIT document. Further extensions will be subject to satisfactory performance and discretion of Director, NIEPMD. However, it is not binding for either side to extend the rate contract beyond Two year any party can refuse to extend the contract beyond Two year without assigning any reason. Vendor cannot claim for extension of contract on expiry. Decision of Director in this regard will be final and binding.

01	Date of Issue of Notice Inviting tender	25 <sup>th</sup> September 2020
02	Mandatory Pre-Bid Meeting (1 <sup>st</sup> )	11:00 A.M. on 09 <sup>th</sup> October 2020
03	Mandatory Pre-Bid Meeting (2 <sup>nd</sup> )	11:00 A.M. on 19 <sup>th</sup> October 2020
04	Bid Submission Start Date	09.00 A.M. on 22 <sup>nd</sup> October 2020
05	Deadline - Bid Submission	03:00 P.M. on 29 <sup>th</sup> October 2020
06	Time & Date – Bid Opening	04.00 P.M. on 30 <sup>th</sup> October 2020
07	EMD Amount (NEFT / RTGS Only)	Rs. 50,000/-
08	Tender Fees	Rs. 1,000/0
09	Tender Inviting Authority	Director, NIEPMD, Chennai
10	Officer to be contacted for any clarification before submission of bid	Sri M. Rajesh, Information and Media Officer, NIEPMD, Chennai – 603112. 044-27472113 Extn: 395 Email: <a href="mailto:niepmdcomputerlab@gmail.com">niepmdcomputerlab@gmail.com</a> , <a href="mailto:niepmd@gmail.com">niepmd@gmail.com</a>

Sd/-  
Director, NIEPMD



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### Notice Inviting e-Tender (e-NIT)

NIEPMD, established by the Ministry of Social Justice and Empowerment (MSJ&E), Govt. of India, under Department of Empowerment of Persons with Disabilities (DEPwD), invites offers/bids under two bid system from “ Authorized Class A ISPs “ for subscribing/hiring of services of **100 Mbps (1:1) Leased Line Internet connection** for its office location at Muttukadu, Kovalam (Post), Chennai - 603112 for a period of two year and can be extended 03 more years (on yearly performance basis) on same terms and conditions as per technical specifications stated below :

#### Requirements and Specifications

S. No	Product/Service	Description	Quantity
1	<b>Link Bandwidth</b>	100 Mbps dedicated symmetric Internet Bandwidth (1:1 uncompressed and unshared with last mile on fiber in Ring Topology) Connectivity through Leased Line/RF Link with assured bandwidth of 100 Mbps worldwide with 1:1 full duplex. This includes setting up of last mile connectivity preferably using OFC technology, supply & installation of necessary equipment, deploying of cable up-to Ethernet Port with NIEPMD existing Local CCTV Network. The termination of the last mile connection is to be made in CCTV Server Room of the NIEPMD.	1
2	<b>IP Address</b>	Public IP Address (IPv4 & IPv6)	16 live IP address
3	<b>Last Mile connectivity</b>	The last mile link will be on Fiber with self-healing architecture to maximize the availability of the link and minimize the failure.	
4	<b>Duration</b>	Service contract period	Two Years

- The tenders are being invited through e-procurement system of Central Public Procurement Portal-CPPP (e-procure.gov.in) of Government of India. Bidders are requested to apprise themselves of the provisions of e-procurement system and submit their respective bids through e-procurement systems at [www.eprocure.gov.in](http://www.eprocure.gov.in).
- The tender document can be previewed and downloaded from the e-procurement module of Central Public Procurement Portal of Govt. of India at [www.eprocure.gov.in](http://www.eprocure.gov.in) as well as from the website of the organization ([www.niepmd.tn.nic.in](http://www.niepmd.tn.nic.in)) under “**Tender**” section, on the home page.
- The deadline for submission of bid is 3:00 P.M. on 26<sup>th</sup> October 2020. Tenders received after last date of submission will not be considered.



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- The tenders technical bids will be opened on 27<sup>th</sup> October 2020 at 04.00 PM. within the e-procurement module of Central Public Procurement Portal of Govt. of India at [www.eprocure.gov.in](http://www.eprocure.gov.in).

### IMPORTANT INFORMATION

1.	<b>SITC</b>	Maximum 30 days from the date of issue of Work Order
2.	<b>Date of Issue of NIT</b>	25 <sup>th</sup> September 2020
3.	<b>Place of Sale of Bidding Document.</b>	1) The tenders are being invited through e-procurement module of Central Public Procurement Portal- CPPP (e-procure.gov.in) of Government of India. Bidders are requested to apprise themselves of the provisions of e-procurement system and submit their respective bids through e-procurement systems at <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> .  2) The tender document is also available for preview and download, free of cost from the website of the organization ( <a href="http://www.niepmd.tn.nic.in">www.niepmd.tn.nic.in</a> ), under "Tender Section" on the home page.
	<b>Mandatory Pre-Bid Meeting (1<sup>st</sup>)</b>	11:00 A.M. on 09 <sup>th</sup> October 2020
	<b>Mandatory Pre-Bid Meeting (2<sup>nd</sup>)</b>	11:00 A.M. on 19 <sup>th</sup> October 2020
	<b>Bid Submission Start Date</b>	09.00 A.M. on 22 <sup>nd</sup> October 2020
4.	<b>Deadline - Bid Submission</b>	03:00 P.M. on 29 <sup>th</sup> October 2020
6.	<b>Time &amp; Date – Bid Opening</b>	04.00 P.M. on 30 <sup>th</sup> October 2020
7.	<b>Venue – Bid Opening</b>	<ul style="list-style-type: none"><li>The tenders are being invited through e-procurement module of Central Public Procurement Portal- CPPP (e-procure.gov.in) of Government of India. Bidders are requested to apprise themselves of the provisions of e-procurement system and submit their respective bids through e-procurement systems at <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>.</li></ul>
8.	<b>Tender Inviting Authority</b>	Director, NIEPMD, ECR, Muttukadu, Chennai 603112
9.	<b>Officer to be contacted for any clarification before submission of bid</b>	Sri M. Rajesh, Information and Media Officer, NIEPMD, Chennai - 603112 044-27472113 Extn: 395 Email: <a href="mailto:niepmdcomputerlab@gmail.com">niepmdcomputerlab@gmail.com</a> <a href="mailto:niepmd@gmail.com">niepmd@gmail.com</a>



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### **INSTRUCTION TO BIDDERS (ITB)**

#### **A. Pre-Qualification/Eligibility Criteria**

The bidder should satisfy the below mentioned criteria and should invariably submit valid documentary evidence (through e-procurement system) to support the eligibility claim:

1. The bidder should be a company registered under the Companies Act, 1956/2013 and should have been in the business for more than 5 years. The following documents may be submitted in support:
  - a. Copy of Certificate of Incorporation,
  - b. Copy of Memorandum & Articles of Association
2. The bidder should have an average turnover of Rs. 01 (One) Crores or above during audited financial years 2017-18, 2018-19 and 2019-20 (if 2019-20 details are not available due to covid-19 pandemic, details for FYs 2016-17, 2017-18 and 2018-19 will also be accepted) and submit the following:
  - a. Certification from a Chartered Accountant (CA) / firm of CAs certifying turnover in the financial years 2017-18, 2018-19 and 2019-20 (if 2019-20 details are not available due to covid-19 pandemic, details for FYs 2016-17, 2017-18 and 2018-19 will also be accepted).
  - b. A copy of the audited annual accounts for these years. With profit and loss statement.
  - c. Copy of Service Tax Registration Certificate.
  - d. Copy of PAN Card.
  - e. Copy of GSTN Certificate.
  - f. Up-to-date Sales Tax Clearance Certificate/GSTN registration certificate indicating also the TIN number of the firm.
3. The bidder should not have been debarred or blacklisted by any Central / State Government or any State Government Department(s) and the bidder should not have any litigation in any of the Court(s). An affidavit to that effect on Non-Judicial Stamp paper of Rs. 50/- duly notarized shall be uploaded with the technical bid.
4. Bidder must be Category "A" ISP. The bidder (Internet Service Provider) must have a valid class 'A' category license from Dot, M/o CIT, Government of India. Copy of document showing ISP License No. (with date) along with a copy of the License Agreement for the provision of Internet Service issued by Government of India/TRAI/DoT to be enclosed.
5. Bidder has to submit their clientele list. A list of clients including at least two from public sector to which similar services have been provided in the past two years should be furnished with particulars like name of the organization, bandwidth supplied, contract start date, contract end date, technology of the service (i.e.



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through Leased line/RF Link.) name, address & phone number of contact person. Certificates from earlier clients for successful implementation of Leased lines internet access must be enclosed.

6. The bidder must have single fully functional Customer Service Centre(s)/Contact Support Centre with 24 X 7 X 365 support. The bidder should have Toll Free number for fault registering within Chennai (Tamilnadu) region, operating on 24 X 7 X 365 basis. List of Customer Service Centre(s) must be enclosed with technical bid.
7. The bidder should have executed (during last 3 years) at least one project for implementation of internet bandwidth of capacity 100 Mbps or more or two projects of 50 Mbps or three projects of 30 Mbps. Detail of such projects to be provided.
8. The ISP should have its own international Gateway. DOT License/Certificate for the same to be provided.
9. Bidder should have online tools to monitor the link performance.
10. Core expertise of the ISP should be DATA. Internet traffic cannot be sent with same VOICE backbone, in case bidder is also a BSO.
11. The bidder should have adequate bandwidth at the backend to provide the service.
12. The Internet connectivity to be provided through own International gateway having quality bandwidth.
13. The bidder should have local peering within India with at least (1) other Category "A" ISP.
14. The bidder should have fully resilient and self-healing networking architecture on fiber medium for domestic backbone up to international gateway in India.
15. The bidder should have solution for future scalability of bandwidth.
16. The ISP should provide all operation, service and maintenance (inclusive of their hardware).
17. 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 charges etc.
18. Liaisoning (if required) with other Category "A" ISP (s) for obtaining point to point connectivity between ISP node and NIEPMD shall be the responsibility of the bidder.
19. NIEPMD, MSJ&E (DEPwD), Govt. of India, reserves the right to carry out the capability assessment of the bidder and the decision of the competent authority at NIEPMD, Chennai shall be final and binding in this regard.

### **B. Guidelines on Bid submission**



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1. The language of the documentation & details in the bids must be in standard official Indian English.
2. All bids are to be submitted under two bid system. The **E-tender** shall be submitted in two parts:
  - a. **Technical Bid**
  - b. **Financial Bid**
3. The Bidder shall submit only one financial bid as per the prescribed pro forma.
4. The charges quoted in the commercial bid should be inclusive of all taxes, duties and expenses payable to any party or government with detail of tax component. Statements such as "Taxes as applicable" will not be entertained. The bid to be inclusive of transportation cost, lodging/ boarding cost, out of pocket expense cost etc. (if any). In short, charges to be quoted in totality and no extra amount would be payable under any circumstances and should cover entire scope of work.
5. The bid is to be submitted in prescribed format only.
6. **NIEPMD shall not be bound by any printed conditions or provisions in the Bidder's Bid.**
7. The seal of the company must be affixed on all pages of the technical and commercial bid.
8. All papers comprising the bid must be serially numbered. The page number/s of each document in support of the eligibility criteria should be clearly mentioned at the appropriate place.
9. Any deviation of any sort shall be categorically mentioned and specifically indicated in the submitted bid.
10. Silence or use of the word "Noted" against any of the Bid conditions, as outlined in the tender document, shall be construed as acceptance of the same.
11. **Earnest Money Deposit:** INR 50,000/- (Indian National Rupees Fifty Thousand only) and tender fees of 1,000/- (One Thousand only) by way of NEFT / RTGS, in favour of Director, NIEPMD, should be paid through online payment method. Scanned copy of payment receipts quoted with UTR No. / Payment reference No. should be uploaded with the technical bid when submitted in the e-procurement system of CPPP, GoI. Bid not accompanied by earnest money and Tender Fees and tender fees shall be outright rejected and bid shall not be considered further. All SSI / MSME units registered with NSIC/DGS&D/GeM for this item as per specification are exempted from the EMD. They have to attach the legible scanned copy of valid registration document/exemption certificate with the technical bid.
12. **Cost of Bid preparation:** The bidder shall bear all costs associated with the preparation and submission of their bids and NIEPMD shall in no case be responsible or liable for such costs regardless of the result of the bidding process. The bidder whose bid is not accepted shall not be entitled to claim any cost, charges and expenses of and incidental to or incurred by him through or in connection with his





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submission of bid, even though NIEPMD may elect to modify/withdraw the tender.

13. **Bid Currency:** All costs and charges related to the bid shall be expressed in Indian Rupees only.
14. **Performance Guarantee:** The selected bidder shall be required to furnish a **Performance Bank Guarantee equivalent to 10% of the contract value (Purchase order value)**, as per purchaser's prescribed Performa (Annexure - V), in the form of an unconditional and irrevocable bank guarantee (to be executed on Rs. 100 Non Judicial Paper) from a scheduled commercial bank / Nationalized bank in India other than Cooperative bank or Grameen bank, having net worth of at least Rs. 500 Crore and capital adequacy ratio of 9%, in favour of "Director, National Institute for Empowerment of Persons with Multiple Disabilities". Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable /payable from/by the Bidder on any account under the contract. On submission of this performance guarantee and after signing of the contract, EMD submitted should be returned. All expenses, commissions and interests related to issuance and surrendering of the performance guarantee, accrued to the bank, shall be at the sole cost of the bidder. The bidder, who has caused and delivered the performance guarantee, shall not be entitled to put forth any accrued interests thereon.

### Terms & Conditions for Performance Guarantee

- The bank guarantee / DD / FD must be submitted after award of contract within a period of 15 days from the date of written notification of award of contract to the bidder, but before signing of contract, using the performance security format provided by NIEPMD.
- The initial performance security shall be **valid for a period of up to Two month after completion of the contract including extension period, if any** and shall be denominated in Indian rupees and shall be a bank guarantee in favour of NIEPMD, payable at Chennai. The successful bidder has to renew the bank guarantee on same terms and conditions for a period of up to two months after completion of the contract if the contract period is extended after two years of the initial contract period.
- The proceeds of the performance security shall be payable to NIEPMD as compensation for any loss resulting from the bidder's failure to complete its obligations under this bid. NIEPMD shall notify the bidder in writing of its invocation of its right to receive such compensation within 15 days, indicating the reasons for which the bidder is in default.
- The performance security shall be discharged by NIEPMD and returned to the bidder within 30 days from the date of final certificate certifying the fulfilment of the performance obligations under this bid.
- The bidder shall furnish amendment to the performance guarantee, if required, within 15 days of notification.

### C. Scope of Work



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1. Provisioning and commissioning of 100 Mbps dedicated DIA symmetric internet bandwidth (1:1 uncompressed and unshared with last mile on fiber in ring topology) connectivity through leased line/RF link with assured bandwidth of 100 Mbps worldwide with 1:1 full duplex.
2. This includes setting up of last mile connectivity preferably using OFC technology, supply & installation of necessary equipment, deploying of cable up-to Ethernet Port or through Wi-Fi connectivity. NIEPMD existing infrastructures should also to be used for providing connectivity. NIEPMD is having IP based CCTV network with 02 pairs of multimode optical fiber spare. This connectivity need to be used and CCTV network also to be integrated on new network.
3. The vendor willing to apply for providing internet service should visit the campus with prior appointment for understanding the site requirement, availability of existing infrastructure & present connectivity. Vendor visiting to site should obtain site visit certificate and same to be uploaded with technical bid for acceptance of bids.
4. The lease line from category "A" ISP (license from Govt. of India) must only be commissioned.
5. The Internet connectivity leased line should have fully dedicated (1:1), unshared & high quality 100 Mbps symmetric bandwidth without any compression factor through optical fiber. In case connectivity from fiber cable fails or breaks, the same connectivity speed will have to be provided through wireless line by the service provider, without any extra charge.
6. Local loop has to be through fiber cable, wherein optical fiber is extended right up to the customer premises. The fiber optic link to the campus should be on a ring to provide redundancy.
7. Internet Bandwidth with committed access rate on 1:1 basis till ISP International Gateway must be commissioned.
8. The connectivity provided to NIEPMD, should be dedicated to NIEPMD only.
9. The termination of the last mile connection is to be made in CCTV server room of NIEPMD. The proposed link is to be terminated through the UTM.
10. Traffic should be routed to secondary International Gateway once the primary fails.
11. Network redundancy has to be built to protect the traffic from cable cuts.
12. Complete detail of service provisioning including offered bandwidth, compression type, termination details etc. are to be clearly stated in the technical bid.
13. The last mile link will be on fiber with self-healing architecture to maximize the availability of the link and minimize the failure.





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14. The data exchange between NIEPMD and ISP premises shall be over a dedicated high-speed link.
15. ISP will supply and install the necessary hardware and software for implementation & commissioning of the Internet connectivity. ISP shall undertake installation & configuration of modems, routers or any such associated Fiber-optic equipment to make the entire system working to provide sustained Internet bandwidth of not less than 100 mbps.
16. ISP shall provide 16 Class C, real IP addresses for exclusive use by NIEPMD, DEPwD, GOI and shall configure the new IP addresses and gateways on the existing router.
17. Building permissions, entry pass to the location for delivery of Internet Leased Line, Hardware/Software and last mile to be managed by the ISP.
18. All necessary clearances shall be the sole responsibility of the service provider. Bidder should ensure that the local loop provisioning does not violate regulations as laid by Government of India / DoT / TRAI in respect of such links / networks.
19. The bidder should provide all necessary equipment for connectivity, if any. However, resources available should be utilized and given priority.
20. Bidder should provide the tools, utilities and management applications to monitor the bandwidth / network performance of the Leased Line Circuit.
21. **Support & Maintenance:** ISP shall be completely responsible for providing comprehensive support to the customer during the entire period of service contract and extension period, if any.
  - i. Bidder shall be responsible for provisioning end-to-end solution.
  - ii. The bidder should have Toll Free number for fault registering within Chennai region and should provide support on 365 x 24 x 7 basis.
  - iii. **Bidder should deploy one qualified technical staff to manage all network related issues at Institute and to facilitate all network and connectivity related issues immediately and to provide onsite support, when required. The Service engineer will address all connectivity related issues with service provider and try to resolve it on priority.**
  - iv. The technical staff will be available at NIEPMD, Muttukadu, Chennai from 09:00 to 17:30 hrs. On all working days and if required, on Saturdays and Sundays and also after 17.30 hrs. On working days. The technical engineers should have atleast 03 years experience in field networking and trouble shooting. No separate cost will be paid to service engineer by NIEPMD. Change of Technical staff will done with prior approval of NIEPMD, in case of leave or medical emergencies of engineer suitable replacement to be deployed for that period.
  - v. Vendor has to mention the Escalation procedure and matrix for customer complaints.
  - vi. Complete maintenance of the Internet services up to NIEPMD premises (Ethernet port of central switch/UTM) shall be sole responsibility of the vendor.



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### 22. Network performance/availability:

- i. The performance of the internet leased lines will be observed for 90 days. If the user does not satisfy with the performance of the service provider, their contract would be terminated immediately.
- ii. They will submit documentary details of their performance and network availability at NIEPMD's location.
- iii. In case of the performance of the service is not found satisfactorily, the explanation of the firm/company can be called by issuing a show cause notice. If the reply of show cause notice is not found satisfactory, action against the firm/company like forfeiture of security money and blacklisting etc. can be taken. In such case, the purchaser reserves the rights to cancel the services of the service provider and take services from any other service provider.

### 23. Uptime & Downtime Metrics: The ISP has to ensure minimum 99.5% uptime per month for the connectivity.

- a. 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 credits will be due to NIEPMD:
  - i. Actual Uptime  $\geq 99.5\%$  No Credit
  - ii. Actual Uptime  $< 99.5\%$  and  $\geq 99\%$  2 days equivalent service credit
  - iii. Actual Uptime  $< 97\%$  and  $\geq 95\%$  7 days equivalent service credit
  - iv. Actual Uptime  $< 95\%$  and  $\geq 90\%$  15 days equivalent service credit

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 X 24 = 744

Actual Uptime Hours = 744 – 7 = 737

Actual Uptime % = (737/744) X 100 = 99 %

- b. If the Actual Uptime is less than 90 % then penalty will be charged @ Rs 2000/- per day to the Vendor.



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24. **Fault Rectification Schedule & Penalties:** Any fault in the internet connectivity will have to be resolved by the ISP as per the following schedule:

- i. The service provider will maintain the internet leased line on 24x7x365 basis. The services/repair calls are to be attended by the service provider within **30 Minutes** from the time of registration of complaint/reporting of service failure. In case the services are not restored back to their fully optimum functionality or the issues not resolved within **30 Minutes** the rental for the particular period in which the services remained affected shall not be paid, besides imposing a penalty after 30 Minutes @ 1% of the quarterly rental per week up to a maximum limit of 20% of quarterly rent. It may also be mentioned that for the period in which the leased line remain out of order, no payment will be made. The period will be calculated from the date on which the problem is registered. The time will be rounded to one week if it exceeds more than 03 days.
- ii. During the National function days like Republic Day, Independence Day, elections NIEPMD conferences, seminar and other declared festival holidays & emergencies, the service provider shall provide full manpower and they should ensure 100% uptime. Any fault during the day/night will impose a penalty after 30 Minutes @ 10% per day.
- iii. In cases of downtime beyond 48 hours, penalty will be automatically deducted from the payable amount. The firm will respond to a site visit and commence repair work on the equipment within 24 hours of being notified of service failure. The service provider will ensure making the faulty Internet Service – fully functional/up & running, within maximum 24 hours from the time complaint is lodged.
- iv. In case the service provider fails to provide any service listed above, there would be a minimum penalty of Rs.1000/- per day for each service affected. If the engineer fails to report to NIEPMD then in addition to penalty an additional amount per day as decided by competent authority at NIEPMD will be deducted from the payment of the company as well.
- v. If the service provider fails in execution and successful completion of the new orders as approved in this contract within given stipulated time, a penalty of Rs.1000/- per day per order will be deducted from his bill.
- vi. Penalty to be imposed will be subject to a maximum of total value of the contract. In case of the gross negligence and downtime, security deposited by the service provider can be forfeited besides immediate cancellation of the contract.
- vii. In case of intermittent failure and repeated failure the service will be considered continuously down and down time penalty clause will apply accordingly.

Failure to satisfactorily rectify and resolve critical/major/minor/Non Service affecting faults within the stipulated duration and timeframe, shall make the service provider liable to pay penalty for the entire period of breakdown including Saturdays, Sundays and holidays as entailed under:

**Critical:** Rs 2000/- per hour for 1 hr to 3 hr period and Rs 1800/- per hour beyond 3 Hrs in addition to the initial 2000/-.

**Major:** Service affecting faults all such faults shall be rectified within six hours. Seventh



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Hour onwards Rs. 1500/- per hour/fault will be charged as penalty.

**Minor:** Faults which are partially affecting the service: All such faults shall be rectified within 2 days. Third day onwards Rs. 1000/- per day/fault will be charged as penalty.

**Non service affecting:** Any other fault not affecting the service and in case of delay in repair/replacement of original defective components/subsystems beyond 15 days, the Bidder shall be charged penalty at the rate of Rs.500/-per day for 15 to 30 days period and beyond that @ Rs.1000/- per day.

**\*\*Note:**

- i. Classification of faults and errors into categories i.e. "Critical, Major, Minor & Non-Service Affecting" shall be done before signing of contract between NIEPMD and the successful bidder.
- ii. Penalties being charged for non-rectification of faults attributable to the bidder shall not exceed 60% of the total contracted value.
- iii. However, any abnormal delay in rectifying the fault by the bidder which is attributable to the bidder, disrupting the services will entail NIEPMD to recover extent of loss of services quantifiable by NIEPMD, apart from the maximum penalty indicated above. The amount quantified for this loss of service by NIEPMD, will be final and binding on the bidder and further the same shall not be challenged by the bidder either before arbitration, tribunal or court of law.
- iv. Any penalty levied under this clause shall be recovered from the Bidder either by deducting from the payment due or by en-cashing the Performance bank guarantee security submitted by the Bidder.

### 25. Service Provider Obligations & Service Level Guarantees:

- i. The Service Provider shall be responsible for providing 100 Mbps (1:1 uncompressed and unshared) leased line internet connectivity at NIEPMD, at all the time throughout the contract period.
- ii. The Service Provider shall be responsible for commissioning and configuring of hardware and uplink of connectivity.
- iii. Liaisoning (if required) with other firm(s) for obtaining point to point connectivity between ISP node and NIEPMD, shall be the responsibility of the Service Provider.
- iv. The Service Provider would insure that the local loop provisioning does not violate any regulations as laid by Government of India / TRAI in respect of such links / networks. Service Provider shall be responsible for making all the payments towards the local loop charges / rentals / WPC charges etc.
- v. The Service Provider will do preventive maintenance once a quarter for upkeep of the systems running. The schedule will have to be adhered to strictly by the service provider.
- vi. To provide Internet Router Port at ISP Gateway for required Bandwidth and minimum subnet of 16 Public IP addresses including Reverse Lookups configured at these IP's.
- vii. **Packet Losses:** Less than 1 % (Average over 1000 ping) at any given point of time to any part of



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Country / ISP Internet gateway/globe.

- viii. **Latency:** Less than 100ms from The Institute to ISP's tier 1 peering point. Latency will be randomly checked on daily basis. In case of non-adherence latency limit, the link will be considered as down with effect from time of detection till the time is restored.
- ix. Maintenance support service (24 hours and 7 days a week) for Bandwidth and equipment.
- x. Any instance of sub-standard services by the contractual firm will lead to the cancellation of the contract, forfeiture of Performance Security deposited by the firm and action for blacklisting of the firm shall also be taken.
- xi. **Network Availability (uptime):** More than 99.5 % per month.
- xii. National Backbone should be available on the same ISP.
- xiii. Reports for performance, monitoring / usage to be submitted by the ISP on weekly or monthly basis or as per requirement of NIEPMD.
- xiv. **Downtime Calculation:** Downtime shall be calculated as outlined and stipulated in Pt. 22 of Scope of Work, mentioned above. Deduction in payment will be made for downtime in the quarterly bills raised by the ISP, as outlined and stipulated in Pt. 23 of Scope of Work.
- xv. The response time for attending the faults will be as outlined and stipulated in Pt. 23 of Scope of Work.
- xvi. **Downtime penalty in % of monthly payment:** As outlined and stipulated in Pt. 23 of Scope of Work
- xvii. **SLA Matrix for Standard Internet Access (1:1):**

SLA Matrix for Standard Internet Access (1:1)			
Node Type	Network Uptime (over a month)	Round trip delay between customer edge router at supplier node and supplier upstream edge router in USA	Packet Drop
Tier - 2	≥ 99.5 %	≤ 100ms	≤1.0 %

### D. Commercial Terms and Conditions

1. Payment for installation and commissioning will be made within one month from the date of satisfactory completion of job. 100% of the onetime installation & commissioning charges shall be paid after the uplink of the connectivity, on submission of uplink connectivity test report.
2. Standard LD clause for delay in supply/completion of job @ 2% per week subject to max 30% will be applicable.
3. Leased line rental Payment will be made on quarterly basis, only after the completion of each quarter. For this the Service Provider will raise the bill at least one weeks in advance before the end each quarter.
4. Leased line rental Payment will be paid only if required SLA as stated above is met and after



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certification/verification of SLA reports by NIEPMD.

5. For any SLA non-compliance, deductions will be made from quarterly payments. If SLA is not met in two successive quarters, then the leased line service contract will be terminated by NIEPMD and no further payments will be released.
6. Receipt of material is subject to inspection.
7. Annual recurring Payment will be made on quarterly basis in arrears based on fulfilment of SLA parameters after adjustment of penalty (if any) due to non-compliance of SLA or due to late delivery of link.

The charges shall accrue on pro-rata basis in the following manner:

- i. The service Provider shall commission Internet Link at service location in the first go.
- ii. The start date for the payment charges for all links will be taken as per actual acceptance date for link at service location. There will be only one acceptance form for all the Equipments (if any) installed at that location.
- iii. The accrual of charges for any subsequent orders of links (if any) will start from the date of acceptance of those individual links.
- iv. The payment of charges will be made only after the successful completion and acceptance of the Links.

### **E. Amendment of Bidding Documents**

1. At any time prior to the deadline for submission of bids, NIEPMD, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by issuing amendment(s).
2. Any amendment(s)/modification(s) shall be uploaded and published on the e-procurement system of Central Public Procurement Portal of GoI as well as on NIEPMD's website [www.NIEPMD.tn.nic.in](http://www.NIEPMD.tn.nic.in), and these will be binding on the prospective bidders.
3. In order to allow eligible bidders a reasonable time to take the amendment into account in preparing their bids, NIEPMD, at its discretion, may extend the deadline for the submission of bids, which shall accordingly be published on the e-procurement system of Central Public Procurement Portal of GoI as well as in NIEPMD's website.
4. Responsibility for checking of any amendments/changes made to the bid, corrigendum issued as well as any related notices published on the e-procurement system of Central Public Procurement Portal of GoI as well as on the NIEPMD's website, with respect to the bid shall rest solely with the bidder. NIEPMD shall in no way be held responsible for non-intimation of the same to the respective bidders.

### **F. Campus visit**





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The bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize itself with the "Site of Service" and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract. The costs of visiting the site shall be at the bidder's own expense. Two mandatory pre-bid meetings have been kept for this purpose. In the first pre-bid meeting bidders should understand the scope of work in details and clarify all point in case of any doubt. Bidders can share their suggestions also. If found fruitful should be included in the bid document. The 2<sup>nd</sup> pre meeting has been kept to apprise detail discussion regarding the project before bidding cycle as by this time bidder should have familiarize with site requirement, and existing infrastructure and will be in position to discuss the project in details. Valid points and suggestions brought in notice by the bidders during this meeting may be incorporated as a part of main bid document subject to approval by the purchase committee and NIEPMD competent authority. Site visit and per-bid meetings are mandatory for participation in bidding process and certificate in this regard should be uploaded with technical bid.

### **G. Period of Validity of Bid**

1. Bid shall remain valid for a period of **120 days**, from the due date of bid submission. Any bid valid for a shorter period shall be rejected as non-responsive.
2. In exceptional circumstances, NIEPMD may solicit bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder granting the request is neither required nor permitted to modify the bid.

### **H. Opening of Bid by NIEPMD**

1. Bid will be opened on **04.00 P.M. on 30<sup>th</sup> October 2020**. (E-Technical Bids)
2. Financial bids of technical qualified bidders will be opened after technical evaluation of bids.
3. In case of 30<sup>th</sup> Oct 2020 become holiday or in complete QUORUM the bids will be opened on next working day or completion of QUORUM.
4. The Director, NIEPMD, reserves all rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason what so ever and does not bind itself to accept the lowest or any specific tender. Director NIEPMD can extend the bid submission date, cancel part or full tender can also relax the conditions of the tender. The decision of Director, NIEPMD in this regard shall be final and binding.
5. In case of any dispute arising with regards to this tender or its conclusion, the decision of the Director NIEPMD shall be final and subject to Chennai Jurisdiction

### **I. Examination and Evaluation of Bids**

1. Bid without a valid bid security in the prescribed format will be rejected.
2. Bid without a valid Power of Attorney/ Authorization for signing of bid will be rejected.
3. Vague, conditional, incomplete and late tenders shall be out right rejected.



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4. Bid not meeting eligibility requirements as specified will be rejected.
5. Only those bids meeting eligibility requirements as per specification in bid document will be further evaluated.
6. NIEPMD may ask bidder(s) for additional information, visit to bidder's site and/ or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.
7. NIEPMD shall have the right to assess the competencies and capabilities of the bidder by going through the credentials given in the technical bid and on the basis of such credentials, NIEPMD may reject the candidature of the bidder without assigning any reason. In such case(s) the financial bid shall not be opened for that particular Bidder. The financial bid of only those parties who qualify in the technical scrutiny shall be opened.
8. The financial bid will be strictly as per the prescribed format. Only the price quoted in the financial bid will be considered. Any conditions / terms and conditions inserted in the financial bid will be ignored.
9. If there is a discrepancy between the unit price & the total price, the unit price shall prevail and NIEPMD shall correct the total price. If there is a discrepancy between words & figures, the amount in words shall prevail.
10. From the time the bid is opened to the time the contract is awarded, the bidders should not contact NIEPMD on any matter related to its qualification, technical and/or financial proposal.
11. Any attempt at negotiation direct or indirect on the part of a bidder with the authority to whom the bidder has submitted the tender or the authority who is competent finally to accept it after the bidder has submitted the tender or any endeavour to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular tender will render the tender liable to exclusion from consideration. Any effort by bidders to influence NIEPMD in the examination, evaluation, ranking of proposals, and recommendation for award of contract may result in the rejection of the bid.
12. NIEPMD 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 below:

### **(a) Stage – I (Technical Evaluation):**

NIEPMD shall evaluate the technical bid(s) to determine whether these qualify the essential eligibility criteria, whether the bidder has submitted the EMD & tender fee, 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 be submitted with technical bid are submitted and whether bids are completed and generally in order.

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

The financial bid(s) shall be evaluated on the basis of the total cost quoted by the bidder.



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### **J. Clarification of Bids**

To assist the examination, evaluation, assessment and comparison of the submitted bids, Tender Inviting Authority may constitute a Technical Evaluation Committee and may ask the bidder for clarification of its bids. The request for clarification shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

### **K. Taxes, Duties & Discounts**

1. Bidder awarded the tender shall be responsible for all taxes, duties, license, fees etc. incurred until delivery of the contracted services to NIEPMD. No tax or duty shall be payable by NIEPMD unless specified by the bidder in the price bid.
2. Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account.

### **L. Award of Contract**

NIEPMD will award the contract to successful bidder whose bid has been determined to be responsive and most competitive, provided further that the bidder is determined to be qualified to execute and carry out the work satisfactorily. **NIEPMD shall however not bind itself to accept the lowest or any Bid and reserves the right to accept any Bid wholly or in part.**

**The bidder is prohibited from sub-contracting or sub-letting of the work to any other agency.**

### **M. Commencement of Contract**

Bidder, awarded the contract shall commence the work from the date of receipt of acceptance of the Letter of Intent (LOI) / work order which shall be accepted by the Service Provider within not more than 10 NIEPMD's Right to Vary Quantities, Quantum/Scope of Work

1. NIEPMD reserves the right to increase or decrease, on need basis, the requirements and duration of services originally specified in the tender document at the time of award or subsequently during execution of the project.
2. NIEPMD shall have the right to increase the Quantum/Scope of Work by up to 50% of the total requirement or decrease up to 100%, without any change in the unit price or other terms and conditions at the same time of award of contract or during the operation of contract.
3. In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued services from the existing vendor, NIEPMD reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender/contract within a period of twelve months from the earliest date of letter of intent at the same rate or a rate negotiated (downwardly) for the additional sites with the existing vendors considering the responsibility of rates based on prevailing



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market conditions and the impact of reduction in duties and taxes etc.

4. NIEPMD reserves the right to select certain items in single or multiple units and reject the others or all as mentioned in the schedule and to revise or alter the specifications before acceptance of any tender and accept or reject any or all tenders, wholly or partly or close/cancel/withdraw the tender without assigning any reason whatsoever.

### **N. NIEPMD's right to reject any or All Bids**

NIEPMD reserves the right to reject any bid, and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

### **O. Notification of Successful Bidder and Acceptance by Successful Bidder**

1. Prior to expiration of the period of bid validity, NIEPMD will notify the successful bidder in writing that its bid has been accepted by issuance of Letter of Intent (LOI) / Work Order (WO).
2. Within 7 (Seven) days of receipt of such intimation or within 10 days from the date of issue of the work order, the successful bidder shall indicate in writing to the concerned authority at NIEPMD, eliciting its acceptance of the work order.
3. Within 7 (Seven) days of receipt of such intimation, the successful bidder shall submit Performance Bank Guarantee (PBG) to NIEPMD.

### **P. Warranty Period**

1. The service provider shall be completely responsible for the warranty of all items/equipment/systems/devices/machines provisioned, commissioned and installed at NIEPMD as part of the execution of the "Scope of Work" as outlined in this bid document.
2. Warranty period of all such items/equipment/systems/devices/machines shall be for the entire duration of the contract and extension period, if any.
3. Warranty period will start after the acceptance of installation & testing of complete connectivity.
4. The service provider shall be fully responsible for comprehensive maintenance for the entire warranty period.

### **Q. Disqualification / Annulment of Contract**



# राष्ट्रीय बहुदिव्यांगता जन सशक्तिकरण संस्थान

(विकलांगजन सशक्तिकरण विभाग (दिव्यांगजन), सामाजिक न्याय और अधिकारिता मंत्रालय, भारत सरकार)

## National Institute for Empowerment of Persons with Multiple Disabilities (Divyangjan)

(Department for Empowerment of Persons with Disabilities (Divyangjan),  
Ministry of Social Justice & Empowerment, Govt. of India)

Phone: 044-27472104, 27472113, 27472046, 27472423 Fax: 044-27472389 Toll Free: 1800 425 0345

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NIEPMD, may at its own sole discretion, at any time during the tender process, disqualify any bidder from the process, if:

1. The bidder has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
2. The bidder has exhibited a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation, or financial failures/irregularities etc.
3. The bid is not accompanied by required documentation. The bidder failed to provide clarifications related thereto, when sought.
4. Information which would have entitled NIEPMD to reject or disqualify the bid becomes known after the bidder has been qualified; NIEPMD reserves the right to reject the bidder at that time or at any time after such information becomes known.
5. The bidder is found to canvass, influence or attempt to influence in any manner the qualification or selection process.
6. NIEPMD reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
7. Any attempt at negotiation direct or indirect on the part of a bidder with the authority to whom he has submitted the tender or the authority who is competent finally to accept it after he has submitted his tender or any endeavour to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular tender will render the tender liable to exclusion from consideration.
8. Failure of the successful bidder to comply with the requirements of any or all clause(s) as mentioned in the tender document shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event NIEPMD may make the award to any other bidder at the discretion of NIEPMD or call for new bids.
9. While all the conditions specified in the bid document are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents.

Non-compliance of any one of the following clauses shall result in outright rejection of the bid.

- a. The bids will be rejected at opening stage if Bid security is not submitted and bid validity is less than the period prescribed and mentioned above.
- b. Not attending the pre-bid meetings kept for this purpose and not attaching site survey certificate with technical report. However, decision of director NIEPMD will be final and binding in it to award any relaxations.



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- c. If the eligibility condition as prescribed is not met and/or documents prescribed to establish the eligibility are not enclosed, the bids will be rejected without further evaluation.
  - d. If clause-by-clause compliance and deviation statements as prescribed are not given; the bid will be rejected at the stage of preliminary evaluation. In case of no deviations, a statement to that effect must be given.
  - e. Compliance if given using ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
  - f. Prices are not filled in as prescribed in price Schedule.
10. The bidder should give a certificate that none of his/her near relative is working in NIEPMD or any other attached/affiliated/subordinate offices of the MSJ&E, GoI. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non- Official part time Directors appointed by Govt. of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person the bid will be cancelled and Bid security will be forfeited at any stage whenever it is noticed and NIEPMD will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

### **R. Contract Period**

1. The contract between NIEPMD and the service provider shall be valid for a period of two years from the date of successful implementation of the Internet connectivity.
2. The same may be renewed after two years for a further period with the same terms & conditions/rates, if the services provided are satisfactory.

### **S. Implementation Period**

The complete implementation (Provisioning, commissioning, deployment, installation, activation and certification of connectivity) shall be compulsorily got done by the successful bidder within a period of maximum one month from the date of receipt of acceptance letter by this office. If the implementation & commissioning of internet services is not completed by one month, the order will be cancelled and all the payments terms from NIEPMD, shall stand abrogated.

### **T. Upgrade & Price reduction**

1. Any up gradation in technology shall be made available to NIEPMD without any additional cost.
2. If there is any trend of reduction in lease bandwidth charges in India as per TRAI guidelines/Government notification, proportionate reduction in rental charges shall be done for NIEPMD by the service provider.

### **U. Insurance**





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1. The equipment supplied by the service provider under the contract shall be fully insured by the service Provider against any loss, theft, fire, damage due to any reason etc. during transportation, storage, delivery, installation and operation for the entire period of the contract.
2. For any theft or damage to any of the supplied items, where the vendor is filing a claim with the insurance agency, the vendor shall replace the item on its own within 15 working days of the reporting of the incident, after which SLA and Risk Purchase clause of the contract will become applicable.

### **V. Inspection & Tests**

NIEPMD shall have the right to inspect the premises of the prospective bidder's facility so as to ascertain and assess the capacity and capability of the bidder to service the requirement.

### **W. Local Conditions**

It shall be the responsibility of 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 prospective bidder(s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions. NIEPMD 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 NIEPMD, on the basis of any non-clarity of information about local conditions being pleaded by the bidder. Further, no claim for financial adjustment being made by the contract awarded on this bid document will be entertained by the NIEPMD, whatsoever.

### **X. Other Conditions**

1. The Bidder shall furnish the information in standard official Indian English.
2. The parent company of any subsidiary company, which is seeking qualification on the financial strength of its parent, would have to give a written undertaking that it would bear all financial liabilities of the subsidiary with regard to this bid.
3. The parent company of any subsidiary company, which is seeking qualification on the technical strength of its parent, would have to give a written undertaking that its technical capabilities/ resources would be available to the subsidiary company as and when required.

### **Y. Set-Off**

Any sum of money due and payable to bidder (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the NIEPMD or any other person or persons contracting through the NIEPMD and set off the same against any claim of NIEPMD or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by bidder with NIEPMD or such other person or persons contracting through the NIEPMD.



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### **AA. Notice**

Any notice given by one party to the other pursuant to this bid shall be sent to the other party in writing to the other party's address. A notice shall be effective from the date when Notice in writing is delivered or Bided or affixed at a conspicuous place whichever is earlier.

### **AB. Force Majeure**

If at any time the performance, in whole or in part, by either of any obligation under the contract, shall be prevented or delayed by reasons of any war or hostility, acts of public enemy, civil commotion, sabotage fire, flood, explosion, epidemic, quarantine restriction, riots, strikes, or acts of god (hereinafter referred to as events), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence of the event, party shall by reasons of such event, be entitled to determine the contract arising out of the contract nor shall either party have any claim for damages against the other in respect of such event. Obligations arising out of this contract shall resume after the event or events have come to an end or ceased to exist. The decision of NIEPMD as to whether such event or events have come to an end or ceased to exist or whether delivery of the service by the service provider has been resumed or not shall be final and conclusive. Provided both the parties may at their option terminate their obligations under the contract and thereupon NIEPMD shall be at liberty to take over from the service provider all the works at a price to be fixed by NIEPMD, which shall be final, and the service provider shall refund forthwith the amount paid to it by NIEPMD.

### **AC. Indemnification**

1. The Service provider shall indemnify NIEPMD and hold it harmless from all suits, actions, debts, accounts, costs, losses and expenses of all kinds (including legal expenses and professional advisory service expenses) arising from or out of any adverse claims of any and all persons related to the execution of services.
2. Notwithstanding any of the other provisions contained in this Tender document, the bidder shall protect, defend, indemnify and hold harmless, NIEPMD and its employees, officers, Directors, agents, or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursement) arising from 'or' relating to:
  - a. Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency or regulator.
  - b. Any claim made by third parties arising out of use of the services of NIEPMD being provided using the services and equipment supplied under the Tender.
  - c. Claims arising in connection with interruptions 'or' degradation of services to NIEPMD customers 'or' to other service providers whatsoever shall be the cause 'or' duration thereof; and



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- d. Any claim that the equipment/services/'or' any value addition component offered and supplied by the bidder in this tender, infringe any patent, trademarks or copyright of any third party.
- e. The bidder shall indemnify, defend and hold NIEPMD harmless against any and all third party claims.
- f. Such indemnity shall not extend to any loss, death or injury or any expenses relating thereto to the extent that it was caused by any act or omission of either party or the failure of either party to take reasonable steps in mitigation thereof.
- g. Such indemnity shall not be applicable to any loss, damage, cost or expense in respect of, and to the extent that either party is compensated pursuant to the terms of any other Contract or under any policy of insurance.

For the purpose of this Article: -

- a. Nothing in this Article whether expressed or implied shall relieve either Party of any express obligation to make any payment due to the other Party under this Bid.
- b. Properties and Facilities: The bidder shall assume full responsibility and liability for the maintenance and operation of its properties and facilities and shall indemnify and hold NIEPMD harmless from all liability and expense on account of any and all damages, claims or actions, including injury to and death of persons, arising from any act, accident or omission in connection with or arising out of the installation, presence, maintenance and operation of properties and facilities.
- c. Control and Possession: The bidder shall be deemed to be in control and possession of the equipment necessary for the proper and normal operation of the equipments/systems/items/devices/systems and services offered and provisioned under the contract.
- d. The bidder shall furnish on unequivocal, unqualified and irrecoverable undertaking along with the bid document to the effect that; during the bidding process 'or' during the course of execution of the contractor 'or' at any stage thereafter, if it is found that the bidder has fraudulently misrepresented any of the facts about the product/services etc. being offered under the contract, the purchaser (NIEPMD) shall be free to claim a sum equivalent to damage as assessed by it subject to a maximum of the value of the tendered services from the bidder for such misrepresentation. The bidder shall immediately on being told by NIEPMD pay such sum of money to NIEPMD. Quantum of damages under this clause assessed and levied by the purchaser (NIEPMD) shall be final and not challengeable by the bidder.

### **AD. Default and Termination**

NIEPMD may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the bidder, terminate the contract for services in whole or in parts:

1. If the service provider fails to deliver either the whole or part of the services.
2. If the service provider fails to perform any other obligation(s) and,



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3. If the service provider, in either of the above circumstances, does not cure its failure within a period of 30 days (or such longer period as NIEPMD may authorize in writing) after receipt of the default notice from NIEPMD.
4. On a notice period of 60 days.

All data /reports collected by the bidder shall be returned to NIEPMD in its original form upon such terminations. Bidder shall not have any right on this database, which is proprietary to NIEPMD.

### **AE. Termination for Insolvency**

NIEPMD may at any time terminate the contract by giving 30 (thirty) days written notice to the service provider without compensation to the service provider, if the service provider becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action which has accrued or will accrue thereafter to NIEPMD.

### **AF. Resolution of Disputes**

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith negotiation between senior management of both parties failing which it shall be subject of the jurisdiction of court(s) of Chennai.

1. If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the contract or regarding a question, including the questions as to whether the termination of the contract by one party hereto has been legitimate, both parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days, give 15 days' notice thereof to the other party in writing.
2. The place of the arbitration shall be Chennai, India.
3. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
4. The proceedings of arbitration shall be in English language.
5. Informal Dispute Resolution: The parties agree to attempt to resolve all disputes arising under the agreement, equitably, in good faith and using their best endeavours. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.
6. Formal Dispute Resolution: Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity of the



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breach thereof shall be settled by arbitration in accordance with the rules of Arbitration and Conciliation Act of 1996 as amended from time to time and the award made in pursuance thereof shall be binding on the parties.

### **AG. Intellectual Property Rights**

1. Prior to the commencement of each project, "BIDDER/SERVICE PROVIDER/CONTRACTOR" shall specify the ownership held by "BIDDER/SERVICE PROVIDER/CONTRACTOR" or any third party, of the material used or to be used in the deliverables and services. "BIDDER/SERVICE PROVIDER/CONTRACTOR" grants NIEPMD right to use over such rights to the extent they are incorporated in the deliverables and services.
2. All rights, title and interest to all copyrights, patents and other intellectual property rights of whatsoever nature in or related to any work done by "BIDDER/SERVICE PROVIDER/CONTRACTOR" under this agreement, including but not limited to deliverables, services and associated documentation, shall be vested in and be the exclusive property of "BIDDER/SERVICE PROVIDER/CONTRACTOR". "BIDDER/SERVICE PROVIDER/CONTRACTOR" grants to NIEPMD an irrevocable, non-exclusive, worldwide, royalty free, transferable license to use, copy, modify and develop the same for internal purposes.
3. NIEPMD shall not take any action that jeopardizes such proprietary rights of "BIDDER/SERVICE PROVIDER/CONTRACTOR" or acquire any right to any work produced by "BIDDER/SERVICE PROVIDER/CONTRACTOR" under this agreement.

### **AH. Mergers & Acquisitions**

In case of mergers and acquisitions of bidder/service provider/contractor Company, all contractual conditions and obligations shall automatically get transferred to acquiring company/entity and acquiring company must assume all the obligations of the contract till the end of the contract period.

### **AI. Governing Language**

All correspondence and other documents to be exchanged by the parties shall be written in Standard Official Indian English language. The version written in English language shall govern its interpretation.

### **AJ. Applicable Law**

Appropriate laws of Government of India shall apply.

### **AK. Changes in Law**

In the event of any change in law that affects the performance of the bidder, the bidder shall be given the benefit or burden resulting from such change in law

### **AL. Disclaimer**



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All the information contained in this document is stated only for the purpose expressed in the document. It is amply made clear that any indications given by the NIEPMD about the future plans if any are only broad indicators and are subject to change without any notice. There is no commitment or obligation, whatsoever on the part of the issuer of this document, or officials associated, regarding the implementation of this or any future plans. Any assumptions made by concerned parties/prospective bidders, on the basis of information shared herein, will be at their own risk and responsibility.

### **FINANCIAL BID PROFORMA**

**(For reference purpose only. No price should be quoted here. MS Excel BOQ provided for this purpose. Price should be quoted in BOQ only. BOQ to uploaded in financial quote section of tender)**

Sl. No	Particulars	Quantity	Price (INR) A	Taxes (%) B	Total Price (Rs) C = A + B
1	One-time Installation and Commissioning Charge (including all hardware, software etc.)	1	Don't Fill Any Amount Here SAMPLE PURPOSE ONLY	Don't Fill Any Amount Here SAMPLE PURPOSE ONLY	C1
2	Annual Rental Charges for 100 Mbps (1:1) Internet leased line as per specified technical details and specifications	1	Don't Fill Any Amount Here SAMPLE PURPOSE ONLY	Don't Fill Any Amount Here SAMPLE PURPOSE ONLY	C2
<b>NET TOTAL QUOTE (ALL INCLUSIVE)</b>					<b>C1 + C2</b>

#### **Terms & Conditions:-**

1. Once quoted, the bidder shall not make any subsequent price changes. Such price changes shall render the bid liable for rejection.
2. NIEPMD may at its discretion ask for revision of bid(s).
3. Prices quoted should be for NIEPMD premises at Muttukadu, Kovalam (Post), Chennai-603112 and should be inclusive of all charges.
4. Prices quoted should be in Indian National Rupees (INR).
5. Prices quoted should be in metric system format.
6. All taxes, GST, freight charges, cartages should be calculated and quoted. Also, the respective rates should also be stated.
7. Bidder Indicate Not Applicable (NA), if any section (in this format) which is not applicable.





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8. Rates for any additional /optional features to be mentioned clearly and separately.
9. The rates quoted are FOR at destination and should be in Indian rupees only. Price must to be quoted both in figures and in words. In case of a discrepancy in the two, price quoted in words will be taken as valid.
10. Any drop in the charges / tariff of leased line or Internet port access during the contract period shall be passed on to Institute.
11. **Any increase in bandwidth will be on a pro-rata basis. However, NIEPMD shall place the order for required additional bandwidth as and when required by giving a written request to the bidder.**

### **Note:**

1. The bid should be inclusive of all costs.
2. All documents submitted as part of bid shall be duly stamped and signed by the authorized signatory.
3. Unsealed bids and bids without full signatures and stamp of bidder will not be accepted.
4. A person signing the bid or any other document forming part of the contract on behalf of the firm shall be deemed to warranty that he has the authority to bind the firm for all purposes/conditions/clauses of the contract/bid and if in any state it is found that the person so signing had no authority to do so, NIEPMD may, without prejudice to other civil and criminal remedies against the contract, hold the signatory and the bidder liable for all costs and damages.
5. NIEPMD shall not be bound by any printed conditions or provisions in the bidder's bid.

**The above rates shall remain valid for contract period and for further extension (If any) from the date of award of the contract.**

Dated this \_\_\_\_\_ day of this \_\_\_\_\_ month of this \_\_\_\_\_ year

**Signature of Authorized Signatory of Bidder:**

**Date:**

**Place:**

**Name of Authorized Signatory:**

**Designation:**

**Direct Line:**

**Mobile:**

**E-Mail:**

**Name of Bidder:**

**Complete postal address of Bidder:**

**(Stamped with Corporate Seal/Company Seal)**



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### ANNEXURE - I

#### ACCEPTANCE CERTIFICATE

I, (name\_\_\_), (designation)\_\_\_, of (name of company/bidder)\_\_\_, hereby accept the Terms & Conditions as mentioned in the Tender document bearing No. \_\_\_ dated \_\_\_, 2020 for '100 Mbps Internet Leased Line' for National Institute for Empowerment of Persons with Multiple Disabilities (NIEPMD), Ministry of Social Justice & Empowerment, Govt. of India.

(Signature of Authorized Signatory of Bidder)

Date:

Place:

Name of Authorized Signatory:

Designation:

Direct Line:

Mobile:

E-Mail:

Name of Bidder:

Complete postal address of Bidder:

(Stamped with Corporate Seal/Company Seal)



# राष्ट्रीय बहुदिव्यांगता जन सशक्तिकरण संस्थान

(विकलांगजन सशक्तिकरण विभाग (दिव्यांगजन), सामाजिक न्याय और अधिकारिता मंत्रालय, भारत सरकार)

## National Institute for Empowerment of Persons with Multiple Disabilities (Divyangjan)

(Department for Empowerment of Persons with Disabilities (Divyangjan),  
Ministry of Social Justice & Empowerment, Govt. of India)

Phone: 044-27472104, 27472113, 27472046, 27472423 Fax: 044-27472389 Toll Free: 1800 425 0345  
E-mail: niepmd@gmail.com, Website: www.niepmd.tn.nic.in

### **ANNEXURE - II**

#### **BID LETTER FORM**

**(To be issued on official letter head of bidder)**

To,

The Director,  
NIEPMD, MSJ&E, Government of India,  
ECR, Muttukadu, Kovalam (Post), Chennai - 603112

**Subject:** Submission of Bid in response to e-NIT No. **NIEPMD/LIB 9(57)/2020** for subscription of Internet Leased Line Services (100 Mbps)

**Respected Sir,**

With reference to your notification inviting e-tender for "Subscription of Internet Leased Line Services (100 Mbps) for NIEPMD, MSJ&E" and after having duly examined the Tender document, I/We the undersigned, offer to provide the said "Subscription Services", including all additional services and equipment/items/hardware/system/devices associated and related thereto, as detailed in the Tender document in response to your Notice Inviting Tender No. .... dated.....

2. We are of the firm belief that we are competent to undertake and successfully execute the said work.
3. The necessary, relevant and requisite documents in support of our bid are enclosed herewith for your kind perusal and needful.
4. Sir, we undertake to:
  - i. Maintain validity of the Bid for a period of 120 days from the date of bid/tender opening as specified in the Tender document, which shall remain binding upon us and may be accepted at any time before the expiration of that period.
  - ii. Execute all contractual documents and provide all securities & guarantees as required in the bid/tender document (and as amended from time to time).
  - iii. Until a formal Contract is prepared and executed, this bid/tender, together with your written acceptance thereof and your notification of award shall constitute a binding Contract on us.

Dated this \_\_\_\_ day of \_\_, 2020 at \_\_\_\_\_

#### **Signature**

(Name, Designation & Address)

(In the capacity of)

Duly authorized to sign bid for and on behalf of

#### **Witness:**

(Signatures Name, Designation & Address)

\*\* (Format for covering letter to be submitted on printed letterhead of the firm and duly signed by an authorized signatory)

**Enclosed:** List of documents (may be given separately)<sub>29</sub>



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### **ANNEXURE – III**

#### **TECHNICAL DETAILS FORM**

a) Name of the Bidder:

b) Incorporated as \_\_\_\_\_ in the year \_\_\_\_\_ at \_\_\_\_\_

(State Registered Firm, Co-operative Society or Partnership Firm)

c) Whether any Legal Arbitration/Proceeding is instituted/pending against the Bidder in any court of Law in India or the Bidder has lodged any claim in connection with works carried out by them. If yes, please give details.

d) Whether the Bidder complies with the requirement of Registration under the Contract Labour (Regulation and Abolition) Act: Yes/No

e) Agency profile (\*)

- Address:
- Name of the top executive(s) with designation:
- Telephone No:
- Mobile:
- E-mail:
- Service Tax No:
- PAN:
- Office Strength: Technical: \_\_\_\_\_ Nos. Administrative: \_\_\_\_\_

f) Officer authorized to submit the bid/tender & represent the Bidder in all means:

- Name
- Designation
- Mobile No.
- Direct Line No
- Official E-Mail
- Address

g) Average Annual Turnover :( In Rs. Crores)

2017-18	2018-19	2019-20	Total Turnover

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020 at \_\_\_\_\_

Signature

.....

(Name, Designation & Address)

(In the capacity of) Duly authorized to  
sign bid for and on behalf of



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### ANNEXURE - IV

#### **BID BOND PROFORMA**

Whereas ..... (Hereinafter called "the Bidder") has submitted its bid dated ..... for providing of ..... vide tender No. .... Dated ..... KNOW ALL MEN by these presents that WE ..... of ..... having our registered office at ..... (hereinafter called "the Bank") are bound unto NIEPMD (hereinafter called "the Purchaser") in the sum of Rs. .... for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his Bid during the period of Bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his Bid by the Purchaser during the period of Bid validity
  - fails or refuses to execute the Contract, if required; or
  - Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the Period of bid validity and any demand in respect thereof should reach the bank not later than the specified date/dates.

Signature of the Bank Authority

Name

Signed in Capacity of

Name & Signature of witness

Full address of Branch

Address of witness

Tel No. of Branch

Fax No. of Branch



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### ANNEXURE - V

#### PERFORMANCE BANK GUARANTEE PROFORMA

(To be executed on Non Judicial Paper of vale INR 100/-)

Director, NIEPMD, Chennai  
East Coast Road, Muttukadu, Kovalam (Post)  
Chennai – 603112 (Tamilnadu)  
Govt. of India

OUR LETTER OF GUARANTEE No. : \_\_\_\_\_

In consideration of National Institute for Empowerment of Persona with Multiple Disabilities (NIEPMD) M/o Social Justice & Empowerment, Govt. of India, having its office at East Coast Road, Muttukadu, Kovalam (Post), Chennai – 603112 Tamilnadu India (hereinafter referred to as “NIEPMD” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators officers and executors) and having entered into an agreement dated \_\_\_\_\_/issued Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ with/on \_\_\_\_\_ M/s \_\_\_\_\_ (hereinafter referred to as “The Service Provider” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, officers and executors).

2. Whereas “The Service Provider” having unequivocally accepted to provide the services as per terms and conditions given in the agreement/tender document dated \_\_\_\_\_ /Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ and NIEPMD having agreed that “The Service Provider” shall furnish to NIEPMD a Performance Bank Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for \_\_\_\_\_.

3. We, \_\_\_\_\_ (“The Bank”) which shall include our successors, administrators, officers and executors herewith establish an irrevocable Letter of Guarantee No. \_\_\_\_\_ in your favour for account of \_\_\_\_\_ (The Service Provider) in cover of performance guarantee in accordance with the terms and conditions of the tender document/Agreement/Purchase Order.

4. Hereby, we undertake to pay up to but not exceeding \_\_\_\_\_ (say \_\_\_\_\_ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of “The Service Provider” having failed to perform the agreement and despite any contestation on the part of above named Service Provider.

5. This Letter of Guarantee will expire on \_\_\_\_\_ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signatory  
Manager  
Seal of Bank





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### **ANNEXURE – VI**

#### **UNDERTAKING PROFORMA**

**(To be submitted on printed official company letterhead of the bidder and signed by an authorized signatory)**

We understand that if the details provided above are found untenable or unsubstantiated, our bid is liable to be rejected without any reference to us.

2. We further clearly understand that “Indian Institute of Corporate Affairs” is not obliged to inform us of the reason of rejection of our Bid.
3. The decision taken by the Director, NIEPMD will be final and binding on all bidders.
4. I hereby declare that our company has not been debarred / black listed by any Government /Semi Government organizations. I further certify that I am the competent authority in my company authorized to make this declaration.

(Authorized Signatory)

(Seal of the Company)



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### ANNEXURE – VII

#### Contact Details of Support Engineers

Contact details (name, address, phone, fax, mobile, email) of support Personnel are to be given below:

(To be filled in by the bidder)

Sl.No.	Name	Address	Phone	e-mail	FAX



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### ANNEXURE - VIII

#### FAULT ESCALATION MATRIX

Contact details (name, address, phone, fax, mobile, email) for L1, L2 & L3 escalation support personnel are to be given below:

(To be filled by the bidder)

S.No.	Level	Name	Address	Phone	e-mail	FAX
	L1					
	L2					
	L3					



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### ANNEXURE - IX

#### LOG BOOK FOR CORRETIVE MAINTENANCE

(Provisioning of 100 Mbps Leased Line Internet Connection)

Period: From \_\_\_\_\_ to \_\_\_\_\_

IN CHARGE Name:

Designation:

(A) Details of Fault during Period: Following are the details of faults and fault responses, observed during the above mentioned period.

Sl. No.	Docket No.	Problem Description	Effect on Service (No/ Degrade/	Fault Category/ Major/ Minor)	Date Time of Fault reporting by NIEPMD	Attended fault on Date & Time by Bidder's Engineer	Completion of fault rectification Date & Time	Total Time taken for Fault rectification	Call status (Pending) /Attended	Solution provided	Remarks.
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(B) The number of repeat faults attended for the same equipment/same site.

(C) It is also certified that No Faults are pending against these equipments at the end of above mentioned period.

(Cross if any fault is pending)

Signature

Signature

Bidder Representative

Head, IT Department, NIEPMD

Name:

Name:

Location:

Location

Date:

Date:



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### ANNEXURE- X

#### EXPERIENCE CERTIFICATE PROFORMA

This is to certify that M/s-----, -----has executed the works related to -----, ----- and ----- during the past three financial years as per the details given below. (Should be supported by documents)

S. No.	Year	Description of work carried out	Amount	Remarks

**NOTE-** Bidder should have successfully executed the installation and provisioning of Leased Line Internet Connection of minimum 100 Mbps or 50 Mbps (Two) for at least one year in any PSB/ PSU/ State Govt. Department/Central Govt. Ministry/Statutory Bodies/Autonomous Bodies/Central Universities/Statutory Bodies/Regulatory Authorities etc.

#### Tender Submission process

Interested bidder may submit their quotes by giving all the necessary documents in English or Hindi as specified. **The TENDER must be submitted online through Central Public Procurement Portal e-procurement application only through URL: <http://eprocure.gov.in/eprocure/app> only.** No manual bids will be entertained under any circumstances.

The Tender document attached must be direct, concise, and complete and arranged in an organized and structured manner.

To participate in online bidding process, Bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safe crypt, Ncode, e-Mudhra etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

NIEPMD will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid proposal well advance in time so as to avoid issues like slow



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speed, choking of web site due to heavy load or any other unforeseen problems.

Bidders are also advised to refer visit any local NIC office or call CPPP 24x7 toll free number 1800-3070-223 or mobile No. 07878007972, 07878007973 for further details about the e-tendering / bidding process.

### Procedure for e-payment:

EMD of Rs. 50,000/- (Fifty Thousand Only) and Tender fee of Rs. 1,000/- (One Thousand Only) should be paid online through NEFT or RTGS in NIEPMD account and payment receipt to be uploaded with technical bid. Technical bids without EMD and Tender Fee shall not be considered for further evaluation.

NIEPMD Bank details are as follows:

**A/C No. 761297290**

**Type of Account: Saving Bank**

**Name of Bank: Indian Bank, Kovalam Branch**

**IFS Code: IDIB000K122**

**Branch Code: 01176**

• **Caution:** Please ensure that you need to mention the correct beneficiary account number and IFSC code as mentioned above while making payment via RTGS / NEFT. In the event of funds remitted to wrong beneficiary account number, NIEPMD, Chennai or its Bank would not responsible for the same.

### Important:

- (a) The address of the service provider with telephone No., mobile number, e-mail id and FAX Nos. should be uploaded with technical bid. The agency must have its registered and operation office in Chennai / Tamilnadu and should be supported by documents. Address verification may be done by NIEPMD authorities before finalisation of contract.
- (b) All the claim in response of NIT made by vendor must be supported by documentary proofs from the issuing authority and must be uploaded with technical bid. Non availability of supporting document will leads to rejection of bids.