

**NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH
(NIPER), SECTOR 67, S. A. S. NAGAR (MOHALI) PUNJAB – 160062**
www.niper.gov.in
Telephone No. 0172-2214682-87, Fax No. 0172-2214692, 2230068

Tender Notice T3 /2017

Sealed tender in two bid systems are hereby invited as per details given below:-.

Description	Tender fee (in Rs.)	EMD (in Rs.)	Date of availability of Tender Document on NIPER Web Site
Subscription of 60 MBPS Internet leased Line Services	500/-	40,000/-	27.03.17

Tender document specifying eligibility criteria, detailed term and conditions and Schedule for tendering process can be downloaded from the institute's website. Corrigendum/Addendum/any change in schedule will be published only on the institute's website www.niper.gov.in. Director, NIPER reserves the right to reject any or all tenders without assigning any reasons.

Registrar

Notice Inviting Tender
For
Subscription of 60 MBPS Internet leased Line Services

Tender No.	T3/2017
Tender Issue Date	27.03.2017
Last Date of Submission	24.04.2017

National Institute of Pharmaceutical Education and Research

Sector 67, S.A.S. Nagar - 160062, Punjab (INDIA).

Phone: +91(172)-2292000, 2214682-87.

Email: arsp@niper.ac.in, registrar@niper.ac.in

Notice Inviting Tender

National Institute of Pharmaceutical Education and Research (NIPER), S.A.S Nagar (hereinafter referred to as the “Institute”), an Educational Institute of National Importance, invites sealed tenders from bidders having relevant experience, in two bids format for providing the Internet Leased Line Services / Connectivity for 60 Mbps (1:1 uncompressed and unshared with last mile connectivity on fiber with self-healing architecture to maximize the availability of the link and minimize the failure) using OFC technology for a period of one year at the Institute. This includes setting up of last mile connectivity using OFC technology, supply & installation of necessary equipment, deploying of cable up-to Ethernet Port with NIPER’s existing Local Area Network. Tender document can be downloaded from the Institute website at URL Link: <http://www.niper.gov.in>

The bidder shall provide the 60 Mbps (1:1 uncompressed and unshared with last mile connectivity on fiber) Internet Leased Line Connectivity in Server Room, NIPER Campus, S.A.S Nagar, for a period of initially one year which may be further extended, based on the requirement of Institute on yearly basis up to a maximum of three years in total, unless it will stand canceled on expiry of the contract or on written notice within 30 days.

The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of 40,000/- (Rupees Forty Thousand only) which is refundable and a non-refundable tender fee for an amount of Rs. 500/- (Rupees Five Hundred only) by way of demand draft only. The demand drafts shall be drawn in favour of “*Director NIPER*” payable at Chandigarh/Mohali. The demand drafts for earnest money deposit & tender fee must be enclosed in the envelope containing the technical bid.

Offer in the financial bid should be written in English and price should be written in both figures and words. The offer should be typed or written in ink pen or ball pen. Use of pencil will be ignored. All the pages of the Technical / Financial Bid shall be page numbered and all the relevant supporting documents as required must be enclosed.

Envelope of technical bid & financial bid should be individually sealed and then placed in a third envelope, to be sealed and superscribed with tender name “Tender for Subscription of 60 MBPS Internet leased Line Services”, tender number, due date of submission and addressed to:

The Director - NIPER
Stores & Purchase Section
National Institute of Pharmaceutical Education and Research (NIPER)
Sector 67, SAS Nagar, 160062, Punjab

Sealed tender should reach the Institute, latest by **24.04.2017** at 03:00 PM. Tender(s) received beyond the last date of submission will be rejected. No tender will be entertained by E-mail or FAX.

A prospective bidder requiring any clarification of the tender documents may notify the Institute in writing via email, indicated in the invitation for tender. The Institute will respond in writing to any request for clarification of the bidding documents which it receives not later than 10 (ten) days prior to the deadline for the submission of bids.

At any time prior to the deadline of submission of bid, the Institute for any reason, whether at its own initiative or in response of a clarification requested by a prospective tenderer, modify the tender by amendment and it will be published on the website.

Technical bid(s) will be opened on **24.04.2017** at 03:30 PM in the Conference Hall, Administrative Block of the Institute in the presence of the bidders(s) or their authorized representative(s), who are present at the scheduled date and time. Letter of Authorisation for attending Bid Opening is as per annexure C.

Date and time of the opening of the financial bid(s) will be decided after the technical bid(s) have been evaluated by the Institute. The financial bid(s) of only those tenderer(s) will be opened, who qualifies the technical evaluation, on the specified date and time. The date, time & place of opening of the financial bid(s) will be intimated in due course of time.

In the event of the due date of receipt and opening of the tender being declared as a holiday for the Institute, then due date of receipt / opening of the tender will be the next working day at the same time.

The bidders are requested to read the tender document carefully and to ensure compliance of all the instructions herein. Non-compliance of the instructions contained in this document may disqualify the tenderer from the tendering exercise.

The Institute 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 acceptor reject any or all tenders, wholly or partly or close the tender without assigning any reason whatsoever.

INSTRUCTIONS TO BIDDERS (ITB)

Tender should be submitted in two parts, Part – I (Technical Bid) & Part – II (Financial Bid). Envelope of Part– I should be superscribed as “Tender for Subscription of 60 MBPS Internet leased Line Services, Part – I TechnicalBid” and Envelope of Part – II should be superscribed as “Tender for Subscription of 60 MBPS Internet leased Line Services, Part – II Financial Bid”.

1. Pre-Qualification /Eligibility Criteria:

The bidder should satisfy the below mentioned criteria and should invariably submit valid documentary evidence to support the eligibility claim:

- 1.1. 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.
- 1.2. The annual turnover of the bidder for each of the past three financial years (2013-14, 2014-15 and 2015-16) should not be less than Rs. 15.00 Lakh (Rupees Fifteen Lakh only) and submit the following
 - a. Certification from a Chartered Accountant (CA) / firm of CAs certifying turnover in the financial years 2013-14, 2014-15 and 2015-16.
 - b. Copy of Service Tax Registration Certificate.
 - c. Copy of PAN Card.
 - d. Up-to-date Sales Tax Clearance Certificate/VAT registration certificate indicating also the TIN number of the firm.
- 1.3. 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 pending in any of the Court(s). An affidavit to that effect on Non-Judicial Stamp paper of 50/- duly notarised shall be enclosed with the technical bid. The proforma of the affidavit is attached with the tender as Annexure – A.
- 1.4. Bidder must have a valid Category “A” ISP / UASL license from 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 in the technical bid .
- 1.5. Bidder should have its own International gateways & gateways should be operational.

DOT License/Certificate for the same to be provided in the technical bid.

- 1.6. Bidder has to submit their clientele list. A list of clients where similar services have been provided in the past three years should be furnished with particulars like name of the organization, bandwidth supplied, contract start date, contract end date, name, address & phone number of contact person.
- 1.7. The bidder must have a fully functional Customer Service Center(s) / contact support center with 24 X 7 X 365 supports. The bidder should have Toll Free number for fault registering, operating on 24 X 7 X 365 basis. List of Customer Service Center(s) must be enclosed with technical bid enclosed.
- 1.8. The bidder should have executed (during last 3 years) at least one project for implementation of internet bandwidth of capacity 60 Mbps or more or two projects of 30 Mbps or three projects of 20Mbps. Detail of such projects to be provided.
- 1.9. Bidder should have online tools to monitor the link performance.
- 1.10. The bidder should have adequate bandwidth at the backend to provide the service.
- 1.11. The bidder should have local peering within India with at least one other Category "A" ISP.
- 1.12. The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of 40,000/- (Rupees Forty Thousand only) which is refundable and a non-refundable tender fee for an amount of 500/- (Rupees Five Hundred only) by way of demand drafts only. The demand drafts shall be drawn in favour of "Director NIPER" payable at Chandigarh/Mohali. The demand drafts for earnest money deposit & tender fee must be enclosed in the envelope containing the technical bid.
- 1.13. The bidder should ensure that the local loop provisioning does not violate any regulations as laid by Government of India / TRAI in respect of such links / networks. Bidder shall be responsible for making all the payments towards the local loop charges /rentals/WPC charges etc.
- 1.14. The bidder shall submit one copy of the tender document and addenda thereto, if any, with each page of this document signed and stamped as a proof to confirm the acceptance of entire terms & conditions of the tender by the tenderer.
- 1.15. The bid of any bidder who has not complied with one or more of the conditions of eligibility criteria and / or fail to submit the required documents as required / or mentioned in tender document are liable to be summarily rejected.
- 1.16. The Institute reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to the award of contract without assigning any reason whatsoever.

2. LOCAL CONDITIONS:

It shall be the responsibility of each tenderer 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 make themselves thoroughly acquainted with the local site conditions.

The Institute shall presume that the tenderer 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 Institute, on the basis of any non-clarity of information about local conditions being pleaded by the bidder. Further, no claim for any financial adjustment shall be entertained by the Institute under any circumstances as part of the contract awarded on this tender document.

3. VALIDITY:

Quoted rates must be valid for a period of 180 days from the stipulated last date of submission of bid. The overall offer for the assignment and tenderer(s) quoted price shall remain unchanged during the period of validity. In case the tenderer(s) withdraws, modifies or changes his offer during the bid validity period, the earnest money deposited paid by him shall be forfeited without assigning any reason thereof. The bidder(s) should be ready to extend the validity, if required.

4. PAYMENT TERMS & CONDITIONS:

- 100% of the one-time installation & commissioning charges shall be paid after the uplink of the connectivity, on submission of uplink connectivity test report.
- Annual Recurring (bandwidth) charges shall be payable on half-yearly basis at the end of the half year. For this the Service Provider will raise the bill at least two weeks in advance before the end of six month period.

5. CONTRACT PERIOD:

The contract period for providing the Internet Leased Line Connectivity to Institute would be initially for one year and shall be further extendable upto a maximum of three years in total, based on the requirement of the Institute on yearly basis, unless it stands canceled on expiry of contract or on written notice of 30 days. The agreed price would be applicable throughout the contract period. No hike in price would be admissible; however, if the prices are reduced on any account, benefit of the same should be passed on to the Institute.

6. TENDER PREPARATION COST:

The bidder shall solely bear all costs associated with the preparation and submission of the bid, including the site visit etc. The Institute shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the tender process. In no case such costs shall be reimbursed by the Institute.

7. FINANCIAL BID:

- a) Financial bid should be in the format enclosed with tender as Annexure “B” in a separate sealed cover. Failure to provide price bid in a sealed separate cover will result in invalidation of the offer.
- b). The bid should be clearly filled or typed and signed in ink legibly giving full address of the bidder. The bidder should quote the price in figures as well as in words the amount tendered by him. Alteration if any, unless legibly attested by the tenderer with his full signature, shall invalidate the tender. The Tender should be duly signed by the authorized persons. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.
- c) Service Tax or any other taxes and Cess will be paid extra as applicable.
- d) Income tax will be deducted at source.

8. TENDER EVALUATION

Institute 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) Stage – I (Technical Evaluation):

- (i) Institute 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.
- (ii) After evaluation of technical bid(s), a list of the qualifying bidder(s) shall be made. Shortlisted bidder(s) shall be informed of the date, time and place of opening of financial bid(s) and they may attend or depute their authorized representative/s to attend the opening of financial bid(s) on the scheduled date & time. The representative(s) should have a letter of authority to attend the price bid(s) opening event.

(b) Stage – II (Financial Evaluation):

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

9. AWARD OF CONTRACT:

After due evaluation of the financial bid(s), the Institute will award the contract to the best evaluated responsive bidder (hereinafter referred to as the “Service Provider”).

10. COMMENCEMENT OF CONTRACT:

The Service Provider 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 days from the receipt of the work order or 15 days from the date of issue of said order whichever is earlier.

11. INSTALLATION & COMMISSIONING:

Project shall be completed within 4 weeks from the date of issue of the Letter of Intent (LOI) / Workorder. All the aspects of safe delivery, installation, commissioning and uplink of the connectivity shall be the exclusive responsibility of the Service Provider. If the Service Provider fails to uplink the connectivity by the specified date, then the penalty at the rate of 1% per week of the total order value subject to maximum of 10% of total order value will be deducted and thereafter the offer shall automatically stand cancelled.

12. PERFORMANCE SECURITY:

The Service Provider shall be required to furnish a Performance Security within 21 days from the date of issue of LOI / work order for an amount equal to 10% of order value in the form of irrevocable bank guarantee by any nationalized bank in prescribed format.

The Performance Security as furnished by the Service Provider shall remain valid for a period of three months beyond the date of completion of all contractual obligations of the Service Provider under the agreement to be executed by and between the Institute and Service Provider.

In case the period of contract is extended further by the Institute in consultation with the Service Provider, the validity of Performance Security shall also be extended by the Service Provider accordingly so that such Performance Security shall remain valid for a period of three months after the expiry of the obligations of the Service Provider for the extended period.

13. SERVICE PROVIDER OBLIGATIONS:

- a. The Service Provider shall be responsible for providing the 60 Mbps (1:1 uncompressed and unshared) leased line internet connectivity at NIPER SAS Nagar campus, at all the time throughout the contract period.
- b. The Service Provider shall be responsible for NIPER SAS Nagar campus, commissioning and configuring of hardware and uplink of connectivity.
- c. Liaisoning (if required) with other firm(s) for obtaining point to point connectivity between ISP node and Institute, shall be the responsibility of the Service Provider.
- d. 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.

- e. 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 him.

14. SERVICE LEVEL GUARANTEE:

- a. The Service Provider shall provide the 60 Mbps (1:1 uncompressed and unshared) Internet leased line connectivity at all the time (24X7X365) at NIPER SAS Nagar Campus.
- b. To provide Internet Router Port at ISP Gateway for required Bandwidth and minimum subnet of 08 Public IP addresses including Reverse Lookups configured at these IP's.
- c. Packet Losses: Less than 1 % (Average over 1000 ping) at any given point of time to any part of Country / ISP Internet gateway.
- d. 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.
- e. Network Availability (uptime): More than 99.5 % per month.
- f. National Backbone should be available on the same ISP
- g. Reports for performance, monitoring / usage to be submitted by the ISP on monthly basis.
- h. Downtime Calculation: Downtime shall be calculated as $(\text{Total Time} - \text{Down Time}) \times 100 / \text{Total Time}$. Deduction in payment will be made for downtime in the six monthly bills raised by the ISP.
- i. The response time for attending the faults will be 1 hour after they are reported to the ISP. The ISP will rectify the faults within 12 hours failing which; the bidder will arrange temporary replacements. The services shall be provided 24 X 7 days in a week
- j. Mean Time to Repair (MTTR), Packet loss and Link failover will be calculated from network Management System (NMS) at Institute side or through ISP portal.
- k. Downtime penalty in percentage of monthly payment:

S. No.	Downtime	Penalty in % on six monthly bill
I.	> = 99.5%	0
II.	> 99 to < 99.50	10
III.	> 98.5 to < 99.5	20
IV.	> 98 to < 98.5	30
V.	> 95 to < 98	50
VI.	> 90 to < 95	70
VII.	< 90%	100

Downtime due to the following situations will not be considered for the purpose of penalty:

- a) Link down due to power failure / or any situation which are beyond the control of service provider.
- b) Due to schedule maintenance by the Service Provider, with prior approval of Institute.

15. FORCE MAJEURE:

- a) The Service Provider shall not be liable for forfeiture of its earnest money / performance security deposit, liquidated damages, or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

16. ARBITRATION:

In case of any dispute or difference arising out of or in connection with the tender conditions / job order and Contract, the Institute and the Service Provider will address the dispute / difference for amutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Institute.

The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Mohali only. The decision of the Arbitrator shall be final and binding on both the parties.

17. JURISDICTION:

All disputes shall be subject to the jurisdiction of the Court of Law at S.A.S. Nagar, Punjab. It is specifically agreed that no court outside and other than SAS Nagar Punjab shall have jurisdiction in the matter.

18. CLARIFICATION:

The prospective bidder(s) requiring any clarification regarding the tender document are requested to contact Store and Purchase Section (email id: arosp@niper.ac.in). The Purchase Section will respond in writing to any request for clarification, which is received not later than the 10 days before the last date of submission of Tender.

At any time prior to the deadline for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder(s), modify the tender document by amendment.

The amendment will be published on Institute website. In order to afford prospective bidder(s) reasonable time in which to take the amendment into account in preparing their bid, the Institute may, at its discretion extend the deadline for the submission of Tender.

ANNEXURE –A

**DECLARATION REGARDING BLACKLISTING/DEBARRING FOR TAKING PART IN
TENDER.**

(To be executed &attested by a Public Notary / Executive Magistrate on Rs.10/- non-judicial
Stamp paper by the Bidder)

I / We _____ Manufacture / Partner(s)/ Authorized Distributor /agent of
M/S. _____ hereby declare that the firm/company
namely M/s. _____ has not been
blacklisted or debarred in the past by Union / State Government or organization from taking part
in Government tenders in India.

Or

I / We _____ Manufacture / Partner(s)/ Authorized Distributor / agent of
M/s. _____ hereby declare that
the Firm/company namely M/s. _____ was blacklisted or
debarred by Union / State Government or any Organization from taking part in
Government tenders for a period of _____ years w.e.f. _____ to
_____.

The period is over on _____and now the firm/company is entitled to take part in
Government tenders.

In case the above information found false I/we are fully aware that the tender/ contract will be
rejected/cancelled by Director, NIPER , SAS Nagar , and EMD/ Performance Security shall be
forfeited.

In addition to the above , Director, NIPER SAS Nagar will not be responsible to pay the bills for
any completed / partially completed work.

DEPONENT

Name _____

Address _____

Attested:

(Public Notary / Executive Magistrate)

Format for Financial Bid

Sr No	Particulars	Price in INR
A.	One Time Charges	
1	One time installation and commissioning charges of leasedline at NIPER SAS Nagar Campus, Sector 67 Mohali	
2	Taxes (as applicable)	
Sub Total		
B.	Six Monthly Recurring Charges	
1	60 Mbps leased line charges (1:1 uncompressed unshared)	
2	Taxes (As applicable)	
Sub Total		
Grand Total (A+B)		
(Rupees)

Note:-

- a) Indicate Not Applicable (NA), if any section (in this format) which is not applicable.
- b) Rates for any additional /optional features to be mentioned clearly and separately.
- c) 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.
- d) Any drop in the charges / tariff of leased line or Internet port access during the contract period shall be passed on to Institute.
- e) Any increase in Bandwidth needed would be on PRO-RATA BASIS. However, Institute shall place the order for required additional bandwidth as and when required by giving a written request to the Bidder.
- f) We have gone through the terms & conditions stipulated in the Tender Document and confirm to abide by the same.
- g) No other charges would be payable by the Institute.

Date :

Signature of Authorized Person & Seal

Place :

Name :

Designation:

Contact No:

E-Mail ID:

Check List for Submission of Bid

To be filled by the bidder

S. No.	Particulars	Yes/No	Placed at Page No.
To be filled by bidder and placed inside the technical bid envelope			
1.	Tender fee Details : DD No.: Dated: Amount (Rs.)		
2.	EMD Details : DD No.: Dated: Amount (Rs.)		
3.	Copy of Certificate of Incorporation		
4.	Copy of Memorandum & Articles of Association		
5.	Certification from a Chartered Accountant as per Tender documents		
6.	Copy of Service Tax Registration Certificate.		
7.	Copy of PAN Card.		
7.	Up-to-date Sales Tax Clearance Certificate/VAT registration certificate indicating also the TIN number of the firm.		
8.	Declaration regarding blacklisting/ debarring for taking part in tender - Annexure-A		
9.	Valid Category A ISP/ UASL license from Govt. of India		
10.	DOT License/Certificate for its own International gateways & gateways should be operational.		
11.	List of Clients as per Tender document		
12.	List of Customer Service Center(s)		
13.	Details of Projects as per tender document		
14.	All pages of tender documents as well as enclosures should be paged numbered and signed in token of having accepted all terms and conditions of tender document.		
To be filled by bidder in a separate bid envelope			
1	Financial Bid – Annexure B		

All pages of tender document as well as enclosures should be paged numbered and signed in token of having accepted all terms and conditions in the tender document.

Date :

Signature of Authorized Person & Seal

Place :

Name :

Designation:

Contact No:

E-Mail ID

Letter of Authorisation for attending Bid Opening (on letter head)

Shri/Km./Smt. _____

son/daughter/wife of Shri _____

Proprietor/Partner/Director/Authorised signatory/Representative of M/s _____

_____ (Name and

address of the bidder) (Registration No. _____) whose specimen signatures

are given below is hereby authorized to attend the Bid Opening/Opening of Techno-

commercial/Opening of Financial Bid. He/ She is also competent to accept and sign any

document in connection with tender “Tender for Subscription of 60 MBPS Internet leased Line

Services” at NIPER S.A.S Nagar” on our behalf. We undertake to abide by any acceptance given

by him under his signature.

1. _____ 2. _____ 3. _____

(Specimen Signatures of Authorised Representative)

Name and Address of Authorised Representative _____

Date:

Signature of the Authority

Full Name:

Place:

Address:

Sign and Stamp of Tenderer