



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

No. Etender 50/2020/17535/

Dated: 26.05.2020

**(E- Tender for Subscription of Internet leased line connectivity of 64 Mbps symmetric bandwidth without any compression factor (Full Duplex, dedicated (1:1), unshared and uncompressed)**

National Institute of Pharmaceutical Education and Research (NIPER) invites online e-tenders in two – bid format for **Subscription of Internet leased line connectivity of 64 Mbps symmetric bandwidth without any compression factor (Full Duplex, dedicated (1:1), unshared and uncompressed** at the Institute as per the specification given in the tender documents and other details can be obtained from the website: [www.tenderwizard.com/NIPER](http://www.tenderwizard.com/NIPER) and official website of the NIPER <http://www.niper.gov.in>.

1	Downloading of e-tender document	Start Date: 27.05.2020 at 09.00 A.M
		End Date : 17.06.2020 at 01.00 P.M
2	Date of submission of e-tender	Start Date : 27.05.2020 at 10.00 A M
		End Date : 17.06.2020 at 05.00 P.M
3	Physical submission of EMD ( offline)	Start Date : 27.05.2020 at 10.00 P.M
		End Date : 17.06.2020 at 05.00 P.M
4	Opening of Technical Bid (online)	18.06.2020 at 11.00 A.M

Director, NIPER reserves the right to reject any or all tenders without assigning any reasons. Corrigendum/Addendum or Cancellation of this advertisement, if any, shall be published on NIPER Website and [www.tenderwizard.com/NIPER](http://www.tenderwizard.com/NIPER).

For participating in the above e-tender, the bidder shall have to get themselves registered with <http://tenderwizard.com/NIPER> and get user ID & password. Class 3 Digital Signature Certificate (DSC) is mandatory to participate in the e-tendering process. **It is advisable to complete the online submission process well before time to avoid any delay in submission.** For any clarification/difficulty regarding e-tendering Process flow please contact on helpdesk numbers 09257209340, 08045628821, 0172-5035950

Assistant Registrar (S & P)

## NOTICE INVITING e-TENDERS

1. The Bidders shall have to submit their Bids online in Electronic Format Digital Signatures. For participation in the e-tendering process, the Bidders need to register themselves at <http://tenderwizard.com/NIPER> and get user ID and passed. Class 3 Digital Signature Certificate (DSC) is mandatory to participate in the e-tendering process. ( Helpdesk No. for registration – 09257209340 & 08054628821).
2. E-Tender processing fee shall be payable to M/s ITI Limited through their e-gateway by credit/debit card, internet banking facility and non refundable.
3. No tender will be accepted in physical form and in case it has been submitted in Physical it shall be rejected without any communication to the sender.
4. Bids will be opened online as per time schedule mentioned in tender document.
5. The tenderer are requested to read the tender document carefully and ensure to compliance with all the instructions herein. Non –Compliance of the instructions contained in this document will disqualify the tenderer from the tendering exercise.
6. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been uploaded with the bid.
7. Director NIPER SAS Nagar will not be responsible for any delay in online submission of bids due to any reason whatsoever.
8. The tenderer shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 8,000/- (Rupees Eight Thousand only) which is refundable and a non-refundable by way of demand drafts only. The demand drafts shall be drawn in favour of “Director NIPER” payable at Mohali / Chandigarh. The demand drafts for earnest money should be send through registered post to “Director NIPER, Sector 67 SAS Nagar, Punjab” so as to reach NIPER before the date of opening of the technical bids. It is further required that the scanned copies of the Demand Drafts should be forwarded through e\_tendering mode along with other relevant documents. In case of non receipt of earnest money in physical form before the opening of tender, the tender will be straightway rejected.
9. The details of the tender fee and Earnest Money Deposit specified in the tender document should be same as uploaded scanned copies of the Demand drafts and send through registered post.
10. The Financial Bid through e –tendering of only those bidders shall be opened who will qualify in the technical bid and are approved by the technical Committee.
11. **This Institute is registered with DSIR for duty free imports under duty exemption certificate. Preference shall be given to those tenderer who shall offer duty free prices for direct import. we will also provide you GST Concessional Certificate alongwith our purchase order, if required. (Notification No. 45/2017-Central Tax (Rate) Dt. 14<sup>th</sup> Nov. 2017).**

**Subscription of Internet leased line connectivity of 64 Mbps symmetric bandwidth without any compression factor (Full Duplex, dedicated (1:1), unshared and uncompressed)**

National Institute of Pharmaceutical Education and Research (NIPER), S.A.S Nagar, an Educational Institute of National Importance, invites tenders from bidders having relevant experience, in two bids format for Subscription of Internet leased line connectivity of 64 Mbps symmetric bandwidth without any compression factor (Full Duplex, dedicated (1:1), unshared and uncompressed) with last mile connectivity on fiber 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.

**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 (2015-16, 2016-17 and 2017-18) 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 (2015-16, 2016-17 and 2017-18)
  - b.) Copy of Service Tax Registration Certificate.
  - c.) Copy of PAN Card.
  - d.) Up-to-date Sales Tax Clearance Certificate/VAT/GST registration certificate.
- 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 8000/- (Rupees Eight Thousand only) which is refundable.
- 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 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.
- 1.15. 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. FINANCIAL BID:**

- a) Financial bid should be in the format enclosed with tender.
- b) All taxes and cess as applicable will be paid extra.
- c) Income tax will be deducted at source.

### **7. 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").

### **8. 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.

## **9. INSTALLATION & COMMISSIONING:**

Project shall be completed within 4 weeks from the date of issue of the Letter of Intent (LOI) / Work order. 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 stands cancelled.

## **10. 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.

## **11. SERVICE PROVIDER OBLIGATIONS:**

The Service Provider shall be responsible for providing the Internet leased line connectivity of 64 Mbps symmetric bandwidth without any compression factor (Full Duplex, dedicated (1:1), unshared, and uncompressed) with last mile connectivity on fiber and to be terminated at UTM at NIPER SAS Nagar campus, at all the time throughout the contract period.

- a. The Service Provider shall be responsible for NIPER SAS Nagar campus, commissioning and configuring of hardware and uplink of connectivity.
- b. 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.
- c. 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.
- d. 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.

## **12. SERVICE LEVEL GUARANTEE:**

- a. The Service Provider shall provide Internet leased line connectivity of 64 Mbps symmetric bandwidth without any compression factor (Full Duplex, dedicated (1:1),

unshared, and uncompressed) with last mile connectivity on fiber at all the time (24 X 7 X 365) 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 99.9 % 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
1.	> = 99.9%	0
2.	> 99.5 to < 99.9	10
3.	> 99 to < 99.5	20
4.	> 98.5 to < 99	30
5.	> 98 to < 98.5	50
6.	> 95 to < 98	70
7.	< 95%	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.

### **13. 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 its 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.

### **14. 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 a mutual 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.

### **15. 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.

### **16. CLARIFICATION:**

The prospective bidder(s) requiring any clarification regarding the tender document are requested to contact Store and Purchase Section (email id: arsp@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 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.50/- 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)

