

INVITATION FOR BIDS(IFB)& NOTICE INVITNG BIDS(NIB)

Name & Address of the Procuring Entity	<ul style="list-style-type: none">• Name: NATIONAL INSTITUTE OF ELECTRONICS & INFORMATION TECHNOLOGY DELHI Centre• Address: NIELIT DELHI Centre, 2nd Floor, Parsvnath Metro Mall, Near Inderlok Metro Station, Inderlok, Delhi. Pin Code: 110052.
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none">• Name: Mr. Ashish Raturi• Designation: Scientist-B• Address: NIELIT DELHI Centre• Email: ashishraturi@nielit.gov.in
Subject Matter of Procurement	Installation, Testing, Commissioning and Maintenance of Uncompressed 20 Mbps Dedicated 1:1 Leased Line Internet Bandwidth
Bid Procedure	Single-stage: One part (Financial bid) competitive bid procedure
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS)-L1
Websites for downloading all Bidding Document etc.	Websites: http://nielit.gov.in/delhi/tender
Uploading of Tender document on the website	20-Aug-2020
Date/ Time/ Place of Pre-bid Meeting	<ul style="list-style-type: none">• Last date of seeking clarifications/ queries by the bidder: 28-Aug-2020• Pre Bid Date/ Time: 04-Sep-2020 11:00 Hrs• Place: Conference room, NIELIT Delhi Centre
Estimated Procurement Cost	Rs. 07 Lacs (Seven Lacs) (For a period of two years) for one Leased line
EARNEST MONEY DEPOSIT (EMD) and Mode of Payment	<ul style="list-style-type: none">• Amount (INR): Rs.30,000/- (Thirty Thousand only).• Mode of Payment: A Banker's Cheque or Demand Draft
Manner, Place & Deadline for the submission of Bids	<ul style="list-style-type: none">• Manner: By hand delivery, by courier or by post• Place: NIELIT DELHI Centre, 2nd Floor, Parsvnath Metro Mall, Near Inderlok Metro Station, Inderlok, Delhi. Pin Code: 110052.• Last date of Submission: 15- Sep-2020 14:00 Hrs
Date/ Time/ Place of Financial Bid Opening	<ul style="list-style-type: none">• Date/ Time: 15- Sep-2020 15:00 Hrs• Place: Conference room, NIELIT Delhi Centre
Bid Validity	90 days from the bid submission deadline

**NATIONAL INSTITUTE OF ELECTRONICS & INFORMATION TECHNOLOGY
Delhi Centre**

F. NIELIT/NDL/540/2016/3457

SUBJECT: NOTICE INVITING FINANCIAL BIDS FOR PROVIDING LEASED LINE

1. Background:

1.1 National Institute of Electronics & Information Technology (NIELIT), an Autonomous Scientific Society under the administrative control of Ministry of Electronics & Information Technology (MeitY), Government of India, was set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology (IECT). NIELIT is engaged both in Formal & Non-Formal Education in the area of IECT besides development of industry oriented quality education and training programmes in the state-of-the-art areas. NIELIT has endeavored to establish standards to be the country's premier institution for Examination and Certification in the field of IECT. It is also one of the National Examination Body, which accredits institutes/organizations for conducting courses in IT in the non-formal sector. At present, NIELIT has thirty seven (37) offices located across length & breadth of India with its Headquarters at New Delhi. It is also well networked throughout India with the presence of more than 800 accredited institutes.

1.2 NIELIT Delhi Centre is looking for reputed and well experienced vendors (Internet Service Providers) **empanelled with National Internet Exchange of India (included in NIXI Ordinary/Associate Member List)** for providing Leased Line as included in the Scope of Work in this Tender Document.

2. SCOPE OF WORK, DELIVERABLES & TIMELINES:

NIELIT Delhi Centre looking for one 20 Mbps Internet Leased Line Connection from Internet bidder. Accordingly, NIELIT DELHI Centre invites sealed quotations for Lease Line 20 Mbps (1:1 Uncompressed and Unshared) from bidder.

2.1 Commissioning of Leased line - The Successful bidder shall

- i. Supply uncompressed 20 Mbps dedicated (1:1) Internet leased line for NIELIT DELHI Center on fast Ethernet port. The bidder shall be responsible for providing Internet services on End-to-End basis to make the entire system working to provide sustained Internet bandwidth of not less than 20 Mbps.
- ii. All items required for last mile connectivity shall be responsibility of the bidder. NIELIT DELHI Centre will get Fast Ethernet connectivity at the end. Till that connectivity whatever equipments/items are required, should be provided by the bidder. That is, the terminal equipment, for providing connectivity between router/ firewall at NIELIT DELHI Centre's end and ISP's gateway, shall be bidder's responsibility. The terminal equipment shall be leased to NIELIT DELHI Centre for the full duration of the contract.
- iii. NIELIT DELHI Centre is having video conferencing setup. It shall be vendor's responsibility to configure network for successful conduction of video conference at NIELIT DELHI Centre.

2.2 Installation, Testing and Commissioning-

- i. The installation, testing and commissioning of the internet leased line would be at NIELIT DELHI Centre, 2nd Floor, Parsvnath Metro Mall, Near Inderlok Metro Station, Inderlok, Delhi.- 110052.
- ii. The bidder shall obtain installation completion and commissioning certificate (Sign-Off) for the Implementation of leased line from the nodal/designated officer/ committee of NIELIT DELHI Centre.
- iii. The bidder shall supply, install & configure any other equipment (like Screws, clamps, fasteners, ties, anchors, supports, grounding strips, wires, fiber termination kits, converters, etc.) required for completing installation and no extra cost will be paid by NIELIT Delhi centre.

2.3 Operation and Maintenance :

- i. The bidder shall provide 24x7x365 internet service at NIELIT Delhi Centre. The operation and maintenance of the leased lines shall be onsite and on end-to-end basis.
- ii. The bidder will have to undertake end-to-end guaranteed responsibility with 99.5% uptime on quarterly basis. The bidder should guarantee average backbone network packet delivery $\geq 99\%$.
- iii. The bidder shall provide 15 IP pool (IPv4 and IPv6 each) in each scheme to NIELIT DELHI Centre for exclusive use by NIELIT DELHI Centre.
- iv. The bidder shall provide contact details of at least two persons and support e-mail for registering support request.
- v. The bidder will provide a self certified Internet Bandwidth and uptime report every month. The report should include the parameters like description of the downtime, duration of the down time, time and date of the downtime and monthly percentage of the total downtime.
- vi. The bidder will provide a self certified Internet Bandwidth and uptime report with each quarterly bill as well. The report will include the major parameters like description of the downtime, duration of the down time, time and date of the downtime and quarterly percentage of the total downtime. Additional parameters may be added in the report to make it more effective. A graphical report of latency over a time period is also desired.
- vii. Bidder will provide a live and secure login id of the portal to the NIELIT Delhi centre for analyzing the internet status (bandwidth allocated and bandwidth utilized). Access to the portal shall be available round the clock.
- viii. Telephonic/on-site/e-mail support by the bidder shall be made available to NIELIT DELHI Centre within maximum half an hour after a support request/ mail.
- ix. On-site support will be available to NIELIT DELHI Centre within four hours, if the problem is at the site of NIELIT Delhi centre and remains unresolved after telephonic support by the bidder's representative. Mean time of the resolution from the incident reporting time should not exceed 6 hours.
- x. Preference would be given to the bidder, having an alternate arrangement in case of a long down timer of more than 8 hours.

2.4 Preventive Maintenance Services (PMS):

- i. The bidder shall conduct preventive maintenance (including inspection, testing, satisfactory execution of all diagnostics, necessary repairing of the equipment etc) at least once in a quarter, in addition to the normal maintenance required.
- ii. The Preventive Maintenance shall be carried out during non-prime hours after obtaining permission from the concerned Nodal Officer of NIELIT Delhi Centre. The downtime during scheduled maintenance shall not exceed 3 hours even during non-prime hours.
- iii. Trouble shooting of all supplied component (hardware/ software) etc shall be the responsibility of bidder.

2.5 Project Deliverables, Milestones & Time Schedule

The successful bidder should provide proper technical documentations of all components and all the installation, commissioning procedures and configurations parameters within 30 days of the commissioning & integration of equipment with NIELIT DELHI Centre, if so required by the authority. Also the successful bidder is expected to carry out all ground work for Supply, Installation, testing and commissioning of Internet leased line with NIELIT DELHI Centre and other stakeholders of the project. Bidder should take approval of templates of all the reports from NIELIT DELHI Centre before submission of deliverable to purchaser.

2.6 Deliverable linked to Activity

S. No	Activity/ Scope of Work	Milestone	Deliverables (Reports/ Docs. / Infra.)	Frequency	Timelines (from date of issue of work order)
1.	Award of work	Issue of Work order	Acceptance of work order and Performance Security Deposit		7 days
2.	Installation and commissioning	Testing and commissioning	Submission of Installation Reports and report of Acceptance Testing (AT) of Delivery	One time	14 days
3.	Operationalization, Support and maintenance	Operations, Support and maintenance Services	Deliverable (duly verified by the NIELIT DELHI Centre):	Every quarter from date of commissioning	
			✓ Status of leased line- calls logged and resolved	Quarterly	
			✓ Preventive maintenance report giving details about the activities done as a part of	Quarterly	

			preventive maintenance		
			✓ Formal root cause analysis report, including: <ul style="list-style-type: none"> • Explanation of the root cause • Actions taken to resolve the problem • Action plan to prevent re-occurrence 	Within 7 days from date of demand raised to the bidder	
			✓ Internet Bandwidth and uptime report	Monthly and quarterly as mentioned in clause 2.3	

3. EARNEST MONEY DEPOSIT (EMD):

All bidders are required to enclose a Pay Order/Bank Draft of Rs.30, 000/- in favor of NIELIT, New Delhi as EMD. Bids received without EMD shall be rejected. The EMD submitted by unsuccessful bidders would be refunded within one month of the finalization / identification of the bidder/ contractor. The EMD submitted by successful bidders would be refunded within one month of submission of Performance Security Deposit. No interest shall be payable on the amount of EMD. EMD should be valid for 90 days from deadline of bid submission.

4. Performance Security Deposit

4.1 The successful Supplier/ Bidder shall, within seven (07) days of the notification of contract award, provide a Performance Security Deposit for an amount of 10% of the value of the awarded contract.

4.2 The proceeds of the Performance Security deposit shall be payable to the Purchaser as compensation for any loss (including loss of opportunity, time or cost) resulting from the Supplier's/ Bidder's failure to comply with its obligations under the Contract.

4.3 Form of Performance Security deposit: Security Deposit in the form of cash will not be accepted. Performance Security may be furnished in the form of an Account payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank in favour of NIELIT, NEW DELHI, payable at Delhi.

4.4 Performance Security Deposit should remain valid for a period of 60 (Sixty) days beyond the date of completion of all contractual obligations of the supplier including warranty obligation.

4.5 Forfeiture of Performance Security deposit: Performance Security deposit shall be forfeited/invoked in the following cases:

- i. When any terms and conditions of the contract are breached by the vendor/service provider/ bidder.
- ii. When the Supplier/ Bidder fails to commence supply or stops making the supplies or fail to provide deliverables after partially executing the purchase/ work order.
- iii. When the supplier/contractor fails to fulfill its obligation under the contract.
- iv. No interest will be paid by NIELIT DELHI Centre on the amount of performance security deposit.
- v. Proper notice will be given to the Supplier/ Bidder with reasonable time before performance security deposit is forfeited.
- vi. Forfeiture of performance security deposit shall be without prejudice to any other right of NIELIT DELHI Centre to claim any damages as admissible under the law as well as to take such action against the Supplier/ Bidder such as severing future business relation or black listing, etc, as may be deemed fit.

5. Duration of contract:

The contract awarded shall be valid for a period of two years and no change in rates shall be allowed. NIELIT DELHI Centre can extend this contract for one additional year/ as a part of one additional year as per mutually agreed terms and conditions.

6. Terms and Conditions:

- 6.1** Bids should be valid for a minimum period of ninety days after the bid submission due date for this tender.
- 6.2** The rates quoted should be firm and in Indian rupees. In case of any difference/discrepancy between the rates quoted in figures and words, the latter shall prevail.
- 6.3** The items to be used in execution of the work order should be genuine and of standard make. In case it is found that the items are duplicate/ fictitious, it would be open to the NIELIT DELHI Centre to terminate the Agreement, forfeit the Performance Security and black list the firm.
- 6.4** Copy of GST Registration Certificate and PAN number allotted by concerned authorities must be attached with the tender, failing which will make the bidder not eligible for bid. Those vendors who have not migrated to or registered with GST Regime will not be eligible to participate in this tender. Any offer received from such vendors without GST Registration details will be summarily rejected.
- 6.5** Documentary evidence about legal entity of the bidder and the authorized person who would interact with NIELIT DELHI Centre must be enclosed.
- 6.6** The rates must be quoted as per the Price Schedule Performa (Appendix-II). Incomplete bids are liable to be rejected. The authorized signatory/ bidder must attest corrections, insertions, overwriting, if any.
- 6.7** The vendor awarded the contract shall have to provide the services for the entire contract period and any failure on this account shall entail invocation of the Bank

Guarantee/Forfeiture of amount paid through DD towards Performance Security Deposits in addition to any other action as may be deemed fit.

6.8 In case of breach of Contract by the vendor, NIELIT DELHI Centre shall have the authority to cancel/terminate the Contract besides forfeiting the Security Deposits.

6.9 NIELIT DELHI Centre reserves the right to accept or reject any bid or cancel the tender proceeding without assigning any reason whatsoever.

6.10 The contract shall be subject to Delhi jurisdiction. This document and the contract or job award letter issued as a result of the tender process shall be interpreted in terms of Indian Laws.

6.11 All disputes arising out of this contract shall be settled amicably by NIELIT DELHI Centre and the vendor/contractor. In the event of failure to reach amicable settlement, the same shall be settled by an Arbitrator appointed as per the provisions of Arbitration and Conciliations Act, 1956. The decision of the Arbitrator shall be final and binding.

7. Payments:

- a. No advance payments of handling /service charges etc. under any circumstances shall be made to the vendors.
- b. Installation, Commissioning and Testing charges, if any shall be paid one time only after submission of pre-receipted bills in duplicate along with commissioning report.
- c. Payments shall be made by NIELIT DELHI Centre on quarterly basis after submission of pre-receipted bills in duplicate along with self certified Internet Bandwidth and uptime report.

8. Penalty:

The penalty will be imposed on the quarterly bill raised as below.

S.No.	Uptime of internet leased line	Penalty leviable % of Charges payable quarterly
1.	98.5% or more	0%
2.	$\geq 97\%$ to $< 98.5\%$	5%
3.	$\geq 95.5\%$ to $< 97\%$	10%
4.	$\geq 90\%$ to $< 95.5\%$	15%
5.	less than 90%	Penalty of 15% plus 1% penalty for every 1% additional downtime and letter of warning may be issued
6.	less than 50%	100% i.e. no amount payable for given quarter and letter of warning may be issued

Calculation of uptime percentage:

Uptime percentage= (Actual uptime hours / total uptime hours)*100
Total uptime hours= Number of working days in month*total time internet is up for a working day*3
Actual uptime hours=Total uptime hours-downtime hours
Down time hours may be system calculated by the call logs on the basis of fault. The down time include all the events of inaccessible internet excluding the power failure at the end of NIELIT Delhi centre.

Additional Penalty: An addition penalty along with above penalty will be imposed as below. The additional penalty will be at-most of the following penalty cases. If more than one of the following cases will occurs, additional penalty will be imposed by taking highest penalty among them.

- a. If continues down time of time span of two hours is occurred 5 or more than 5 times in a quarter. The additional penalty will be of 1 %.
- b. If continues down time of time span of four hours is occurred 3 or more than 3 times in a quarter. The additional penalty will be of 3 %.
- c. If continues down time of time span of eight hours is occurred 1 or more than 1 times in a quarter. The additional penalty will be of 5 %.

Penalty on quality of services: Along with above two penalties, one more penalty may be imposed by analyzing the quality of services. This penalty will be at a rate of 2, 5 or 10 percent, if vendor will fail to provide bandwidth of 20 Mbps as guaranteed in the bid document. The decision of NIELIT Delhi centre will be final and shall be acceptable by the vendor for this additional penalty.

NOTE: If penalty in two consecutive quarters is greater than or equal to 15%, NIELIT DELHI Centre will have the right to terminate the contract and forfeit the performance security deposit without any prior notice.

9. Other Information:

- a. **Termination of the Contract:** Either party may terminate the contract by giving a notice of three months.
- b. NIELIT Delhi Centre reserves the right to reject any or all the quotations/this tender without assigning any reason.

10. Procedure for submission of the bids:

- a. The bidders desirous of participating in tender shall submit Financial Bid in the Performa at Appendix I duly sealed in a cover super scribed with "Financial Bid for providing Leased Line" and addressed to Director, NIELIT Delhi Centre and must reach this Office on or before 15- Sep-2020 14:00 Hrs.
- b. The Financial Bids would be opened on 15-Sep-2020 15:00 Hrs. in this Institute. Bidders may depute their representative(s) for attending the proceedings with prior written intimation to this office. The proposal received without Annexure –I & II duly signed will be treated as incomplete and hence liable to be rejected.

- c. Any overwriting/cutting/use of whitener etc. without initials of the authorized signatory may lead to rejection of the Bid.
- d. Incomplete Bids shall not be considered and will be summarily rejected.
- e. All communications through phone/SMS /email/letter shall be acceptable

11. Bid Evaluation Criteria

- a. The Bids shall be operated by the authorized representatives of NIELIT DELHI Centre in the presence of representatives of bidders, if available, as per the schedule given in this document.
- b. The Bidder may depute their representatives at the time of Financial Bid opening event
- c. L1 bidder will be decided based on total cost [A + B + C] quoted as per Financial Bid.
- d. The L1 bidder will be normally be awarded the contract. However, NIELIT DELHI Centre reserves the right to ignore any (including L1) bidder for the reasons, to be recorded in writing.
- e. The decisions of the Director, NIELIT Delhi Centre shall be final and binding in all matters.

12. Arbitration, Laws and Jurisdiction

- a. The contract shall be governed by and construed in accordance with the laws of India and would come under the exclusive jurisdiction of the Courts in Delhi, India.
- b. The contract shall be executed in duplicate and the original copy of the contract will be retained by either party of the contract.
- c. All disputes arising out of this contract shall be settled amicably by NIELIT DELHI Centre and the bidder. In the event of failure to reach amicable settlement, the same shall be settled by an Arbitrator appointed by DG/NIELIT DELHI Centre, as per the provisions of "Arbitration and Conciliations Act, 1956". The decision of the Arbitrator shall be final and binding.
- d. The place of Arbitration and other legal issues shall be Delhi for the purposes of this contract/work/agreement.

13. Force Majeure

Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable

or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, other than those of the party or its suppliers, that prevent party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in this Clause (Force Majeure).

Appendix – I

PROFORMA FOR FINANCIAL BID

Name of the Organization		
Address of the organization		
Telephone Number		
E-mail ID		
GST Registration Number		
PAN		
Contact Person Name Designation Mobile Email	Contact Person1	Contact Person2
Installation, Testing, Commissioning and Others (a)		
Quarterly Bill Charges(b)		
Cost offered (in Rupees)[A = a + b*8] (for two years)		
Taxes etc. (in Rupees) [B]		
Other charges, if any (in Rupees) [C]	Description	Charges
	1.	
	2.	
	3.	
	4.	
	5.	
	Total	
Total Cost (in Rupees) [A + B + C]		

Declaration:

It is certified that the information furnished above is correct. We have gone through the terms and conditions stipulated in the Tender Document and confirm to abide by the same. The signatory to this bid is authorized to sign such bids on behalf of the organization.

- **Whether qualify the clause 2.3 (x): Yes/No**

Place:

Signature:

Date:

Name:

E-mail:

Designation:

Seal of the Organization

Organization:

Annexure-I

UNDERTAKING FOR REASONABLENESS

It is certified that I am authorized by the bidder to fill and verify the costs in this bid. To the best of my knowledge & belief,

1. The information furnished in this bid is correct.
2. Tendered rates are at par with the prevailing market rates and not more than the price usually charged for secure code of same nature/class or description from any private purchaser either foreign or as well as Government purchaser.
3. In respect of indigenous items for which there is a controlled price fixed by law, the prices quoted are not higher than the controlled price.
4. Services/Products/Goods supplied, will be of requisite specification and quality.
5. We understand that the decision of the NIELIT DELHI Centre to accept / reject “the points of disagreements and proposed solution provided by us” would be final and binding.
6. We understand that the decision of the NIELIT DELHI Centre to accept / reject the bid without assigning any reason whatsoever would be final and binding.
7. The signatory to this bid is authorized to sign such bids on behalf of the organization.

Place: _____

Signature: _____

Date: _____

Name: _____

Designation: _____

E-mail: _____

Seal of the Company

SELF-DECLARATION – NO BLACKLISTING

To

The Director
National Institute of Electronics and Information Technology,
NIELIT Delhi Centre,
2nd Floor, Parsvnath Metro Mall,
Inderlok Metro Station,
Delhi - 110052

In response to this tender, I/ We hereby declare that presently our Company/Firm M/s _____ is having unblemished record and is not declared ineligible for corrupt and /or fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/Firm _____ is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission and no Criminal Case is pending against the firm/employees.

If this declaration is found to be incorrect at any stage then without prejudice to any other action that may be taken, my/ our security deposit may be forfeited in full and the award of work contract if any to the extent accepted may be cancelled.

Thanking you,

Place: _____

Signature: _____

Date: _____

Name: _____

Seal of the Company

Designation: _____

E-mail: _____