



NIMHANS/2020-21/IND812/CALL-2

23/03/2021

**TENDER NOTIFICATION**

The Director, NIMHANS invites tender from eligible tenderers under Two Bid Systems for the procurement of "**Internet Leased Line Connectivity**" for NIMHANS, Bangalore -560029.

Sl. No.	Name of the Project	EMD (in Rs)
1.	<b><u>Internet Leased Line Connectivity.</u></b> a. 500MBPS b. SIP Trunk Licenses as Backup to existing BSNL Lines (90 Channels)	60,000/-

**Tender Schedule**

Tender Publishing Date	23/03/2021
Tender Document submission end date & time	30/03/2021 16:00hr.
Tender Document submission place.	E-procurement portal only
EMD	₹ 60000/-
Tender documents published	NIMHANS website and E-procurementportal

Sd/-,

Director



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Tenders are invited from competent, legally & professionally eligible Internet Service Providers (ISPs) having relevant experience for providing dedicated and managed internet Link (1: 1 contention ratio / Symmetric Link) who are capable to provide the desired bandwidth(s). ISP should have local peering for national traffic; traffic should be routed to Secondary Gateway once the primary fails using OFC technology

Tenders should be submitted online in the prescribed Proforma with the Earnest Money Deposit in the form of onlince through NEFT/RTGS, in separately sealed envelope. The envelope should be superscripted for EMD along with tender number and subject. The documents or copies thereof required to be submitted, are to be signed, stamped, scanned and uploaded.

**The Detailed Tender Document is available on the NIMHANS website and e-procurement.**



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### 1. Condition of Tender:

- a) NIMHANS 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.
- b) The bid of any bidder who has not complied with one or more of the conditions of eligibility criteria and / or fails to submit the required documents as required / or mentioned in tender document is liable to be summarily rejected.

### 2. Eligibility for Bidders

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

- a. The agency/ firm should provide end to end connectivity on its own network (via local loop) on Optical Fiber Cable in Ring Topology.
- b. Only agency/firm having the at least Category "B" Internet Service Provider (ISP) license issued from the Department of Telecommunication, Govt. of India, can apply. Self-attested valid license copy of certificate and Infrastructure details must be enclosed with technical bid.
- c. The agency/firm should have its own/direct/Leased access to International Gateway. Undertaking for the same, mentioning DOT License/Certificate/Agreement with the Service Provider for the same, should be provided by the bidder on the official letter head of the firm.
- d. The agency/firm must have experience in providing the 500 Mbps or more connectivity and necessary infrastructure to execute the project. The list of existing customers (Government departments/ Institutions) who have been supplied Internet Bandwidth of 500 Mbps or more with effect from 2018 should be provided along with supply orders and satisfactory performance reports. Minimum list of 2 or more customers to be provided. The agency/firm would ensure that the local loop provisioning does not violate regulations as laid by Government of India / TRAI in respect of such links/ networks. Bidder will be responsible for making all the payments towards the local loop charges/rentals/WPC Charges etc.
- e. The agency/ firm must have a fully functional Network Operation Center(s) (NOC) to monitor and manage the ILL link(s), which should be fully operational 24 X 7 X 365 days. List of NOC(s) must be enclosed with technical bid.
- f. The agency/firm must have adequate bandwidth at the backend to provide the desired bandwidth. Self-certified supporting document must be enclosed with technical bid.



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- g. The bidder should not have been debarred and/ or blacklisted by any Central Government / or any State Government/ Autonomous Department(s)/Body consecutively during last three completed financial years.. An affidavit to that effect on Non-Judicial Stamp paper of Rs. 100/- duly notarized should be enclosed with the technical bid. The Performa of the affidavit is attached with the tender as Annexure-A.
- h. The link provided by the bidder should be DDOS protected.
- i. The bidder should have average turnover of at least 100 Lakhs in the last three completed financial years ending 31/03/2021. Certificate from a Chartered Accountant should be attached.

### **3. Deposits and Submission:**

Earnest Money Deposit (EMD) / Bid Security Declaration:

- a. The (EMD) shall be denominated in Indian Rupees and should be paid in the e-procurement portal as per the facility provided.
- b. The EMD shall not bear any interest and will be refunded to
- successful tenderer on receipt of Agreement and Bank Guarantee.
  - unsuccessful tenderer upon finalization of tender bid and award of tender to successful bidder.
  - All the tenderers if the tendered item is cancelled or retendered.

OR

In case of claiming EMD exemption:

- a. Bid Security Declaration (in company letter head as per annexure A) shall be uploaded by selecting MSME/NSIC option.
- b. In case of MSME / NSIC registered vendors, Bid Security Declaration (in company letter head as per annexure A) along with valid MSME / NSIC registration certificate shall be uploaded by selecting MSME /NSIC option.
- c. Those who have paid the EMD amount of Rs 60,000/- vide Tender No STR-D2/113/500MBPS /ILL/BME/20-21 dated 10/09/2020, in such case, **no need to pay the EMD amount again**, the valid paid voucher should be enclosed under EMD exemption at MSME exemption.



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The earnest money deposit of the bidder, whose tender has been accepted, will be returned on the submission of performance security. Earnest money deposit of the successful bidder shall be forfeited, if he refuses or neglects to execute the contract or fails to furnish the required performance security within the time frame as specified by NIMHANS.

After the award of the contract to the successful bidder, the earnest money deposit of all the others bidder(s) will be refunded.

#### **4. LOCAL CONDITIONS:**

- i. It shall be the responsibility on each bidder to fully inform /acquaint / familiarize itself with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract. All bidder (s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions.
- ii. NIMHANS 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 NIMHANS, on the basis of any non-clarity of information about local conditions being pleaded by the bidder.
- iii. Further, no claim for financial adjustment being made by the contract awarded on this tenderdocument will be entertained by NIMHANS

#### **5. VALIDITY:**

Quoted rates must be valid for a period of 120 days from the stipulated last date of submission of bid. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. In case the bidder(s) withdraws, modifies or changes his offer during the bid validity period, the earnest money deposited by him shall be forfeited without assigning any reason thereof, The bidder(s) should be ready to extend the validity, if required.

#### **6. DELIVERY, PERIOD, INSTALLATION AND COMMISSIONING**

- i. The contracted deliverables line should be terminated at Data-centre, NIMHANS, Bangalore- 560029. The deliver 60 daysy period of the said tasks should be adhered to as will be mentioned in the Award of Contract.
- ii. Project will be completed within 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.



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- iii. If the Service Provider fails to uplink the connectivity by the specified date, then the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1% per week and the maximum deduction is 10% of the contract price of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the Purchaser reserves the right to terminate the Contract.

**7. PAYMENT TERMS&CONDITIONS:**

- i. Bandwidth Charge: Annual Recurring (bandwidth) charges shall be payable on **post quarterly basis at the end of the quarter after satisfactory delivery of services, for which the Service Provider will raise the bill at the end of each quarter.**

**ii. NO ADVANCE PAYMENT WILL BE ENTERTAINED.**

- iii. Hardware Charges: All the hardware procured shall be maintained by the vendor at no additional charge for the entirety of the operation of service.

- iv. Charge for Dedicated Lease Line: Vendor (ISP) will be required to provide the bandwidth over wired media (OFC). Wired media required to be either owned by the ISP or acquired on lease basis. However, no additional charges will be paid for the leased line.

- v. Income tax and all other applicable taxes shall be deducted at source as per prevailing Govt. Rules in this regard.

- vi. Penalty if any shall be deducted from the quarterly bills.

**8. CONTRACT PERIOD:**

- a) The contract period for providing the Internet Leased Line Connectivity to the intended location at NIMHANS Bangalore-560029 would be initially for a period of one year from the date of commissioning extendable up to two years, one year at a time subject to requirement and satisfactory delivery of services, on same T & C.
- b) Thereafter on annual requirement and renewable basis subject to satisfactory performance from the date of commissioning of the Internet Services (Before the end of first contracted period the performance of the service provider shall be evaluated and based on the satisfactory performance the contract shall be renewed for the next year on the same terms and conditions) and may be further extended based on the requirement of NIMHANS on yearly basis, unless it stands cancelled on expiry of contract or on written notice by the service provider within 30 days.





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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 NIMHANS. NIMHANS reserve the right to renegotiate the annual charges at the end of every year of service, after the first year of service.

**9. TENDER PREPARATION COST:**

The bidder shall solely bear all costs associated with the preparation and submission of the bid, including the site visit etc. NIMHANS 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 NIMHANS.

**10. No Claim Certificate:**

The ISP shall not be entitled to make any claim, whatsoever, against NIMHANS under or by virtue of or arising out of this contract nor shall NIMHANS entertain or consider any such claim, if made by the ISP after, ISP have signed a “no claim” certificate in favour of NIMHANS in such forms as shall be required by the client after the works are finally accepted.

**11. Confidentiality:**

The ISP and/or sub-contractor(s) and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the client's business or operations without the prior written consent of the client.

**12. FINANCIAL BID:**

- a) Financial bid should be in the format enclosed with tender as Annexure”B“.
- 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 with his full signature. The Tender should be duly signed by the authorized persons.
- c) Taxes and other levies, if any, are to be specified clearly in the bid.

**13.** NIMHANS 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:

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



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1. NIMHANS shall evaluate the technical bid(s) to determine whether these qualify the essential eligibility criteria, whether the bidder has submitted the EMD/Bid security whether any computational errors have been made, whether all the documents have been properly signed & stamped, whether all the documents as mentioned / or required to submitted with technical bid are submitted and whether bids are completed and generally in order.
2. After evaluation of technical bid(s), a list of the qualifying bidder(s) shall be made. Short- listed 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 on company letter head along with Government recognized photo identity card to attend the price bid(s) opening event.

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

The financial bid(s) shall be evaluated on the basis as mentioned in AnnexureB.

**14. AWARD OF CONTRACT:**

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

**15. 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 10 working days from the receipt of the work order or 15 working days from the issue date of said order whichever is earlier.

**16. PERFORMANCE SECURITY:**

- a. The Service Provider shall be required to furnish a Performance Bank Guarantee (P.B.G.) within 30 days for the date of issue of LOI/work order for an amount equal to 3% of order value which shall include all applicable taxes and duties.
- b. The P.B.G. as furnished by the Service Provider shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Service Provider under the agreement to be executed by and between NIMHANS and the Service Provider.
- c. In case the period of contract is extended further by NIMHANS in consultation with the



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Service Provider, the validity of P.B.G shall also be extended by the Service Provider accordingly so that such P.B.G shall remain valid for a period of sixty days after the expiry of the obligations of the Service Provider for the extended period.

**17. SERVICE PROVIDER OBLIGATIONS:**

- i. The Service Provider shall responsible for providing the ILL(1:1 contention ratio) managed leased line Internet connectivity at NIMHANS at all times throughout the contract period.
- ii. The Service Provider shall be responsible for installation, commissioning and configuring of hardware for connectivity providing, configuring and provisioning a suitable edge router. The service provider will maintain the OFC and equipment to provide Internet Services to Server Rooms / terminating points of NIMHANS for efficient running at all times of the contract.
- iii. Liasoning (if required) with other firm(s) for obtaining point to point connectivity between service provider node and NIMHANS shall be the responsibility of the Service Provider.
- iv. The Service Provider would ensure 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 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.
- vi. NIMHANS will not purchase any hardware and service provider will have to provide all the required hardware or latest technology from time to time and will also be fully responsible for its maintenance.

**18. SERVICE LEVEL GUARANTEE AND RESPONSIBILITIES:**

- i. The Service Provider shall provide the Internet leased line (1:1 contention ratio) (on optical fiber) for an uncompressed and unshared connectivity at all the time (24 X 7 X 365) at NIMHANS Offices located Bangalore-560029.
- ii. To provide a minimum subnet of 32 Public IPv4 addresses including Reverse Lookups configured at these IP's.
- iii. Packet Losses: Less than 1% (Average over 1000 ping) at any given point of time to any part of globe.



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iv. Latency: Region wise maximum permissible latency is as follows:

- a. Less than 150 ms to Asia Pacific
- b. Less than 20 ms from NIMHANS to service provider'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,

v. Network Availability (uptime): More than 99.5 % per month.

vi. Border Gateway Protocol (BGP) Implementation in the Internet Link.

vii. Reports for performance, monitoring / usage to be submitted by the service provider on monthly basis or as per requirement of NIMHANS.

viii. Uptime Calculation: Uptime 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 quarterly bills raised by the ISP(service provider).

ix. The response time for attending the faults will be 1 hour after they are reported to the service provider. The service provider will rectify the faults within 12 hours failing which; the vendor will arrange temporary replacements. The services shall be provided 24 X 7X365 days.

x. Redundant Path: Service provider need to ensure operational uplink on both path of Ring all the time. Random checking of Ring path will be scheduled, with prior intimation to the service provider, to evaluate the response time for attending the faults and both path will be checked after that, in case of failure / non-operational of any path in ring the link will be treated as down (for the purpose of uptime calculation, though the internet service will be available to NIMHANS by any one of the path) till the path is restored.

xi. The Edge routers will be provided by vendor. The router must support at least the twice the total band width.

xii. Downtime penalty in % of monthly payment



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Sl No.	Uptime	Penalty in % on monthly basis
1	> = 99.5%	0
2	> 99 to < 99.50	2
3	> 98.5 to < 99.	5
4	> 98 to <98.5	10
5	> 95 to < 98	20
6	> 90 to < 95	40
7	< 90%	100

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

- Link down due to power failure at customer end
- Due to scheduled maintenance by the Service Provider, with prior intimation and approval of NIMHANS.

All repairs and maintenance of the equipment installed for the provisioning of services, the equipment will remain under control of service provider during the concurrency of service contract.

#### 19. Sub-contracting or sub-letting:

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

#### 20. Cancellation / Termination of contract:

- In cases where the contractor fails either to accept the order or to acknowledge the order without any pre-conditions within the stipulated time or fails to start the work according to the work schedule or fails to ensure satisfactory progress of the work, NIMHANS reserves the right to cancel/ terminate the contract by giving one-month notice at the cost and risk of the contractor.
- Under any other circumstances, a notice period of three months will be required, from either side for termination of the complete contract or part thereof.



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## 21. FORCEMAJEURE:

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. 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.

### Sanctions for Violations

- (i) Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (ii) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (iii) The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iv) To immediately cancel the contract, if already signed without giving any compensation to the BIDDER
- (v) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (vi) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.



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- (vii) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (viii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of two years, which may be further extended at the discretion of the BUYER.
- (ix) To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (x) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (xi) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

The BUYER will be entitled to take all or any of the actions mentioned above, this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in laws of the land and or any other statute enacted for prevention of corruption.

The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

**Fall Clause:**

The BIDDER undertakes that the bidder has not supplied / is not supplying similar product/ systems or subsystems at a price lower than offered in the present bid in respect of any other department of State Government/Central Government /Autonomous Body or PSU and if it is found at any stage that similar product / system or sub-system was supplied by the BIDDER to any other office/ institution of State Government / Central Government or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.





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## 22. ARBITRATION:

- a) In case of any dispute or difference arising out of or in connection with the tender conditions / job order and Contract, NIMHANS 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 NIMHANS. Expenditure incurred towards costs of arbitration will be borne as decided by Arbitrator.
- b) 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 Bangalore only. The decision of the Arbitrator shall be final and binding on both the parties.

## 23. JURISDICTION:

The courts at Bangalore alone will have the jurisdiction to try any matter between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than High Court shall have jurisdiction in the matter.

## 24. CLARIFICATION:

The prospective bidder(s) requiring any technical/financial clarification regarding the tender document (Technical Specification) are requested to contact as below:

**Technical / Financial:** IT Cell, NIMHANS Bangalore-560029, email: [it-solutions@nimhans.ac.in](mailto:it-solutions@nimhans.ac.in) and Mrs Sindhu, [sindumg@nimhans.ac.in](mailto:sindumg@nimhans.ac.in) and cc to Purchase section, [aaos@nimhans.ac.in](mailto:aaos@nimhans.ac.in)

At any time prior to the deadline for submission of bids, NIMHANS 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 NIMHANS website, In order to afford prospective bidder(s) reasonable time in which to take the amendment into account in preparing their bid, NIMHANS may, at its discretion extend the deadline for the submission of Tender.

Bidder should take into account any corrigendum published on the Tender document before submitting their bids. All such corrigendum will be placed on NIMHANS Website and e-procurement portal. Intending bidders are advised to visit e-procurement portal and NIMHANS Website <https://nimhans.ac.in/tender-footer/> for regular update, if any, till the closing date of tender for any corrigendum/ addendum/ amendment. NIMHANS will not be responsible for ignorance of corrigendum.





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## 25. EARNEST MONEYDEPOSIT

- A. While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money/Bid security document.
- B. The Earnest Money shall be valid upto the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- C. In case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bank Guarantee in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same for imposing sanction for violation of this Pact.
- D. No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.
- E. In case of successful BIDDER, EMD will be returned after submission of Performance Bank Guarantee (P.B.G of 3% of order value).

## 26. SECURITY DEPOSIT /PERFORMANCEGUARANTEE:

- A. Performance Bank Guarantee is mandatory.
- B. Successful bidder / bidder should submit performance guarantee as prescribed above to be received in the office of Purchase section, NIMHANS, Bangalore-560029 on or before 30 days from the date of issue of order acknowledgement. The performance guarantee bond to be furnished in the form of Bank Guarantee as per Annexure-C of the tender documents, for an amount as mentioned in the tender document.
- C. The Performance Guarantee should be established in favour of "NIMHANS" payable at Bangalore.
- D. Performance Guarantee Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful bidder and the purchaser under the terms and conditions of acceptance to tender.
- E. The successful bidder is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.



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F. The Performance Security as furnished by the Service Provider shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Service Provider under the agreement to be executed by and between IT-Cell, NIMHANS and the Service Provider.

**GENERAL INSTRUCTIONS TO BIDDERS.**

1. The scopes of work or stores to be tendered are available in the complete bid documents which can be viewed /downloaded from E-procurement or nimhans website.
2. Both Technical Bid and Financial Bid should be submitted through e-procurement portal only.
3. Paid EMD voucher should be enclosed along with the technical bid only.
4. If the EMD amount has been paid already vide the tender No STR-D2/113/500MBPS/ILL/BME/20-21 dated 10/09/2020, in such case, no need to pay the EMD amount again, the valid paid voucher should be enclosed under EMD exemption at MSME exemption.
5. All Corrigendum/Amendment/Corrections, if any, will be published on the e-procurement portal and NIMHANS website. All documents/papers uploaded submitted by the bidder must be legible.
6. The Director reserves the right of ordering/not ordering/cancelling/increase or decrease the quantity and to reject any or all tender quotations without assigning any reason. The decision of the Director, NIMHANS, Bengaluru, shall be final in all the controversies that may arise in the matter. Any dispute arising out of this will be subject to the jurisdiction of the Court in Bengaluru.
7. Failure to adhere any of the above terms and conditions the bid(s) may be rejected and EMD may be forfeited.
8. None of the terms and conditions of the supplier shall be applicable to the purchase contemplated hereunder, irrespective of it being attached to any documents to be provided to NIMHANS. Such exercise shall have no meaning and binding effect unless the same is accepted by NIMHANS in writing.

NOTE: Please keep checking the NIMHANS websites and e-procurement portal for regularly for any further updates.

**Sd/-**

**Director**



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**Annexure - A**

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

(To be executed & attested by Public Notary / Executive Magistrate on Rs. 100/- non judicial Stamp paper by the Bidder)

I/We \_\_\_\_\_ (Bidder) hereby declare that the firm / agency namely M/s. has not been blacklisted or debarred in the past by Union / State Government/Autonomous or any organization from taking part in tenders in India.

Or

I/ We (Bidder) hereby declare that the Firm / agency namely M/s. \_\_\_\_\_ Was blacklisted or debarred by Union/State Government/Autonomous or any Organization from taking part in 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 tenders.

In case the above information found false I / we are fully aware that the tender/ contract will be rejected / cancelled by NIMHANS and EMD / SD shall be forfeited.

In addition to the above NIMHANS will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

Attested:

(Public Notary/ Executive)Magistrate)Name

Address



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**Annexure – B :Format for Financial Bid**

Sl.No.	DESCRIPTION		ANNUAL CHARGES (in INR)	APPLICABLE TAXES (in INR)	TOTAL (in INR)
	ITEM	CAPACITY (in Mbps)			
1	One number Internet Connectivity Leased Line (1:1, uncompressed and unshared) including all hardware, software etc.	500Mbps			
2	SIP Trunk	90 Channels			
3	Addon (Optional)	10Mbps			
<b>Total for L1 Calculation (SL No 1 &amp; 2)</b>					
Total amount in words: Rupees only.					

**Note:- (only for understanding, price bid should be quoted in eprocurement portal only)**

- The purchase order(s) for item at S.No. 3 will be issued as per requirements either individually / as a combination/or in multiples. The periods of hiring these items will be from the date of commissioning of these ILL's consequent to issue of purchase orders for these items and will be co-terminate with termination date of item at SI No.1. The charges will be paid on pro-rata basis for actual usage period.
- The system should Provide Managed Service Support to NIMHANS on 24x7x365 days whenever the end to end connectivity lost or any issue/failure of the network, the price quoted for these services at SI No 1, should be included.
- The rates quoted are for at destination i.e. NIMHANS, Data center Bangalore -560029 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.



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- d. Any drop in the charges/tariff of leased line or Internet port access during the contract period shall be passed on to NIMHANS.
- e. We have gone through the terms & conditions stipulated in the Tender Document and confirm to abide by the same.
- f. No other charges would be payable by NIMHANS.

Place:

Date:



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Annexure-C

**FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)**

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED COMMERCIAL BANKS (WHETHER SITUATED AT Bangalore OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH at Bangalore)

To,  
Director,  
NIMHANS,  
Bangalore-560029

LETTER OF GUARANTEE

WHEREAS for NIMHANS, Bangalore-560029 (Buyer) has invited tender vide Tender from **File No. STR-D2/113/500MBPS/ILL/BME/20-21/CALL-3, dated** for procurement of "500 Mbps Internet Leased Line Connectivity " NIMHANS, Bangalore-560029 AND WHEREAS the said tender document requires that eligible successful bidder (seller). Wishing to supply the Item(s) etc. in response thereto shall establish an irrevocable Performance Bank Guarantee in favour of " NIMHANS, Bangalore -560029" in the form of Bank Guarantee for Rs .....(3% of the contract value) and the Performance Bank Guarantee shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the seller, including warranty and AMC obligations from the date of issue of Performance Bank Guarantee and the eligible successful bidder (the seller) shall submit the same within 15 (Fifteen) days from the date of Award of Contract. NOW THIS BANK HEREBY GUARANTEES that in the event of the said bidder (seller) fails to abide by any of the conditions referred to in tender document / Award of Contract / performance of the equipment / machinery, etc. this Bank shall pay to NIMHANS Bangalore-560029 on demand and without protest or demur Rs ..... (Rupees. ).



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This Bank further agrees that the decision of NIMHANS, Bangalore (Buyer) as to whether the said bidder (Seller) has committed a breach of any of the conditions referred in tender document / Award of Contract shall be final and binding. We,.....(name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the bidder (Seller) and/ NIMHANS, Bangalore (Buyer). Notwithstanding anything contained herein:

- 1 Our liability under this Bank Guarantee shall not exceed Rs \_\_\_\_\_ (Indian Rupees only).
2. This Bank Guarantee shall be valid upto (date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if NIMHANS, New Delhi serve upon us a written claim or demand on or before (date). This Bank further agrees that the claims.

If any, against this Bank Guarantee shall be enforceable at our branch office at  
.....situated at (Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:



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**DECLARATION**

**(TO BE GIVEN BY THE TENDERER)**

1. Name of the Project :
2. Name of the company

To

The Director,

National Institute of Mental Health & Neurosciences  
(Institute of National Importance)

Post Box No. 2900, Hosur Road, Bengaluru – 560 029

Dear Sir,

I/We hereby submit my/our tender for the.....

I/We have made requisite payment against EMD as per the tender document vide reference No. & date ....., else my tender bid may be rejected.

I/We have gone through all terms and conditions of the tender documents before submitting the same.

I/We hereby agree to all the terms and conditions, stipulated by the NIMHANS, in this connection including delivery, warranty, penalty etc. Quotations for each group are being submitted and shall be considered on their facevalue.

I/We undertake to sign the contract/agreement, if required, within reasonable time from the date of issue of the letter of acceptance, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of suppliers at the NIMHANS, Bengaluru.

NOTE: ALL TERMS & CONDITIONS SUCH AS TAXES/LEVIES ETC, HAS BEEN INDICATED IN THE QUOTATIONS FAILING WHICH IT WILL BE PRESUMED THAT THE RATES ARE INCLUSIVE OF ALL TAXES/LEVIES AND OTHER TERMS AND CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.

**Yours faithfully,**

**Signature of Tenderer & seal**





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**BID SECURING DECLARATION FORM**

Tender No. NIMHANS/2020-21/IND812/CALL-2

To

The Director

National Institute of Mental Health & Neuro Sciences Post Bag No. 2900 Hosur Road,  
Bengaluru - 560 029

Sir / Madam,

I/We. The undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
2. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am / We are in a breach of any obligation under the bid conditions, because I/We i. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or ii. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity a. Fail or reuse to execute the contract, if required or b. Fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
3. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of
  - i. Completion of tender process; or
  - ii. Thirty days after the expiration of the tender validity.

**Yours faithfully,**

**Signature of Tenderer & seal**



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**Checklist to be filled:**

1.	Name & Address of the Tenderer			
2.	Name & address of the manufacturer			
3.	Name of the equipment & Model Quoted			
4.	Validity of the quotation		120 days from the tender submission last date	
5.	a.	Delivery Period	Project should be sucessfully developed, installed and go live by 2 month from date of purchase order.	
	b.	Price should valid for 3 years	YES	
			A. EMD submitted	
			B Brochure / Catalogue uploaded	
			c. Technical Compliance Statement	
			d. Manufacturer Proprietary certificate uploaded	
			E Pre requirements details uploaded	
			f. List of users uploaded	
			g. Copy of GST/PAN/TIN & Bank details uploaded	
			H Distributor authorization letter uploaded	
		I Non-blacklisting certification uploaded		
		J Declaration enclosed		
7.	Training will be provided (YES or NO)			
	a.	Whether after software development, service is availablein Bengaluru?If yes,quote the details		



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8.	b.	What is the arrangement for post contract /warranty monitoring of the software	
9.		Any other information (Enclosed separately in letter head – YES or NO).	