



राष्ट्रीयसमुद्रप्रौद्योगिकीसंस्थान
NATIONAL INSTITUTE OF
OCEAN TECHNOLOGY

संविदा आमंत्रण सूचना(नि.आ.सू.)
NOTICE INVITING TENDER (NIT)



फ़ार्म संख्या:
Form No. NIOT/S&P/NIT

e-Tender Schedule

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| निविदा संख्या/ Tender No. | NIOT/S&P/CMC/9446/2024-25 |
| कोजारी Issued To | Supply, Installation and Commissioning of "100 Mbps and 50 Mbps" dedicated symmetric internet bandwidth connectivity through leased line with assured bandwidth of "100 and 50 Mbps" Worldwide with 1:1 full duplex for three years |
| निविदाप्रणाली/Tender Mode | Open Tender Dual Bid – Rate Contract |
| निविदाजारीहोनेकीतिथि Tender Issue date | 09/12/2024 |
| निविदा बंद होने की तिथि व समय Tender Closing Date and Time | On 02/01/2025 at 3.00 PM |
| निविदा खुलने की तिथि व समय Tender Opening Date and Time | On 02/01/2025 at 3.30 PM |
| बोली का प्रकार एवं निविदा प्रस्तुतिकरण Bidding Type & Tender submission | The tender is being two bid system, Techno-commercial bid and (BOQ) price Bid should be uploaded separately and submitted electronically through e-Tender Portal, www.eprocure.gov.in/eprocure/app . The price/cost should not be revealed in along with the technical bid. In case, the price/cost is revealed the bid is considered as invalid and summarily rejected. |
| निविदा प्रलेख उपलब्धता स्थानTender Documents available place | Tender documents can be freely downloaded from www.eprocure.gov.in/eprocure/app and our website https://www.niot.res.in/index.php/vendor/login till closing date and time of the Tender. |
| ई-निविदा के लिये सहायता मैनुअल/Help manual for e-tender | Bidders may download the help documents and Bidders manual kit from www.eprocure.gov.in/eprocure/app For any technical queries related to operation of the Central Procurement Portal please mail to support-eproc@nic.in Helpdesk numbers are: Mobile Numbers- 91 8826246593 Tel: The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005. For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority. |
| अपने प्रश्न ई मेल आईडी पर भेजें Send your queries to the email IDs | निविदा के अंतिम चरण तक/Upto Tender finalisations support-eproc@nic.in / cphp-nic@nic.in / gopalakrishnaa.niot@gov.in / vaidehi.niot@gov.in / guberan.niot@gov.in |

राष्ट्रीय समुद्र प्रौद्योगिकी संस्थान **NATIONAL INSTITUTE OF OCEAN TECHNOLOGY**
वेलचेरी ताम्बरम मेन रोड **VELACHERY TAMBARAM MAIN ROAD**
नारायण पुरम, चेन्नै **600 100 NARAYANPURAM, CHENNAI 600 100**
रा.स.प्रौ.सं. वेबसाइट/NIOT Website : <https://www.niot.res.in/index.php/vendor/login>

Bidders may download the help documents and Bidders manual kit and FAQ from www.eprocure.gov.in/app . Toll free Helpdesk phone number 180030702232

a) For any technical queries related to operation of the Central Procurement Portal please mail to cppp-nic@nic.in OR please call 24 x 7 Toll Free No. **1800 3070 2232** and Mobile Numbers **91 7878007972, 91 7878007973, 91 7574889871, 91 7574889874**.

b) In addition to the above numbers, the new helpdesk numbers are: Mobile Numbers- 91 8826246593 **Tel :** The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005. Please mail to support-eproc@nic.in

c) For any policy related matter / clarifications pl contact cppp-doe@nic.in - managed by Dept of Expenditure, Min of Finance.

d) For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority (NIOT).

e) **The prospective Bidders should register themselves in the CPPP Portal and submit the Bids electronically through the CPPP portal. The paper based physical Tender submission is not permitted.**

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INTRODUCTION

National Institute of Ocean Technology (NIOT) is an autonomous body under the Ministry of Earth Sciences, and is involved in developing technology for utilizing ocean resources in an eco-friendly manner.

Notice Inviting Tender Document

E-bid is invited for the supply of **Supply, Installation and Commissioning of "100 Mbps and 50 Mbps" dedicated symmetric internet bandwidth connectivity through leased line with assured bandwidth of "100 and 50 Mbps" Worldwide with 1:1 full duplex for three years** to NIOT, Chennai as per the specification enclosed.

1. Submission of bids

Bidders are requested to submit their bid/quotation in two part containing Technical proposal as Part-1 and price bid (BOQ) as part-2 should be submitted electronically through e-Tender Portal www.eprocure.gov.in/eprocure/app. The responsibility to ensure timely submission of bid lies with the bidder. Bids submitted through FAX or e-mail will not be considered. Bidders shall also attach scanned copies of all the requisite documents i.e. other certificates/documents specified in the tender documents. The bids are to be submitted (electronically) as per the bidding type indicated in the front page of the NIT. The bidders are advised to register with CPPP(NIC) portal. Bidders are advised to submit their quotation in two Parts, **no manual tender is acceptable.**

Part-1 should contain Techno-Commercial Bid and duly signed blank price bid (without indicating the cost). All documents to be submitted for tender to be uploaded in the portal only. **The price/cost should not to be revealed in the technical bid, if the price/ cost is revealed, the tender will be treated as invalid.** The bids are to be submitted as per the bidding type indicated in the front page of the NIT.

Part-2 should contain only the price bid (BOQ) indicating the cost. The Part-1(Technical bid) and Part-2 (Price bid) should be uploaded separately, indicating the Tender No, Tender date, Tender due date and time. Please note that to participate in the tender. If you are a regular supplier of NIOT it is requested to register your company with portal and to procure if not owned already.

2. This NIT shall form part of the Order / Contract document.

3. Terms and conditions indicated in the NIT shall be superseded by the terms and conditions mentioned in the Special conditions of contract (SCC) indicated.

INSTRUCTION TO BIDDERS:

4. Security: Any information / material / document supplied along with this tender or after placement order should not be disclosed or copied without written permission from NIOT.

5. Contacting NIOT: No correspondence / discussion / visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tender for clarifications. Any violation of this will render the quotation invalid and the firm is liable to be removed from our approved vendor list. However if vendor requires any clarification on the bid, the query may be mailed to the respective mail ID at the top of NIT.

6. Vendor Registration: The vendor can apply for Password by submitting few of their company particulars (one time) in to NIOT vendor registration menu of our website and get the password through email to download the tender document from NIOT website for free of cost. However to become a registered vendor of NIOT, vendor should furnish the signed hardcopy of all the details submitted on line and get the Vendor Registration Certificate of NIOT after the appropriate evaluation by NIOT.

7. Tender Opening: All the tenderers can participate in the tender opening with proper authorization letter from the respective Company.

8. Pre-Qualification.

Commercial

- a) Submission of GST Registration Certificates as applicable.

- b) Supplier should have previous experience in supply of similar items to recognized institutions.
- c) **The goods / items quoted are manufactured in India and not imported from any country.**

9. Default in Performance: If any Vendor is not successfully discharging their contractual obligations against the order / contract placed on them by NIOT within the agreed time limit, (OR) if there is any deficiency in performing such obligations, NIOT reserves the right to suspend such Vendor from their participation in future tenders of NIOT for a minimum period of one year. Even after revoking the suspension period the Vendor's performance still continues to be the same without any improvement, NIOT reserves its right to BAN such Vendor permanently from participation in all the tenders of NIOT.

10. Goods: Goods should be supplied only after receipt of duly signed order from NIOT.

11. Order Acceptance: The successful bidder should submit order acceptance within 7 days from the date of order.

12. Change of Name after award: Request / intimations with regard to change of name of the contract or constitution of the contractor after the tender opening or award of contract shall not be allowed as a matter of right. The bidders / contractors are required to submit all relevant documents with regard to change of name or/and change of constitution and the circumstances leading to such change beforehand. It shall be the discretion of NIOT to proceed with the contract after such changes and in case, NIOT decides to proceed with the contract, it may require the bidder / contractor to execute further agreements with regard to execution / implementation of the contract.

13. One Bid per Bidder: A firm shall submit only one bid either individually or as a partner of a joint venture. A firm that submits either individually or, as a member of a joint venture, more than one bid will result in rejection of all the bids.

BIDDING CONDITION

14. Deadline for Submission of Bids: Bids must be received by NIOT at the CPPP(NIC) portal specified in the Invitation for Bids cover page on or before the due date/ extended due date thereof.

15. Due date Extension, Corrigendum to NIT: Any corrigendum including due date extension for NIT, Pre-bid minutes of meeting if any will be notified in NIOT website. Hence bidders are requested to watch our website for such due date extension and corrigendum if any.

16. In case of the unscheduled holiday in Chennai being declared on the prescribed closing/opening day of the tender, the next working day will be treated as the scheduled prescribed day of closing/opening of the tender.

17. Unsolicited correspondences: NIOT will not entertain any unsolicited correspondence or queries on the status of offer against this tender.

18. Non-Receipt of Tender: NIOT will not be responsible for the non-receipt of the tender due to any network problem.

19. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant etc. will be issued to him by NIOT and local conditions and other factors bearing on the execution of the works. Conditional offers are liable for rejection

20. Late Bids

Any bid received by NIOT after the deadline for submission of Bids prescribed in the front page of this NIT will be treated as late tender / invalid tender and will not be taken cognizance of.

21. Bid Validity: Bids shall remain valid and open for acceptance for a minimum period of 120 days or for the period indicated in the SCC of this NIT whichever is more from the date of opening of Unpriced Techno-commercial Bids. A Bid valid for shorter period may considered as unacceptable and liable for rejection.

22. Bid validity extension: In exceptional circumstances, prior to expiry of the original Bid validity period, NIOT may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will not be required nor permitted to modify his bid, and will be required to extend the validity of his Bid Security correspondingly. When bid validity is extended EMD BG also deemed to have been extended automatically.

23. Conditional offers/ quotations shall not be accepted.

24. Imports: Quotations covering imports should be in foreign currency for the item to be imported by us and in INR for the local supply / services. However to facilitate evaluation and comparison the bid prices indicated in various currencies will be converted in to INR at the Bank closing selling exchange rate established by Canara Bank on the date of price bid opening. Since the bidders are permitted to quote in any currency and also payment is made in the same currency, NIOT shall not compensate for any foreign exchange fluctuations. Indian bidders cannot quote in foreign currency.

25. Signing of bids: Each page of the tender and tender document shall be signed by the bidder. Unsigned bid is liable for rejection.

26. Site Visit: If any site visit is made, it should be formally documented and enclosed with the offer.

27. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Contractor does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

28. The broad configuration / specification of the proposed purchase / work are given. Bidders are required to keep their proposal strictly as per the specification prescribed.

29. Acceptance of bids: NIOT may accept or reject any/all tenders including the lowest tender without assigning any reasons whatsoever. NIOT also reserves its right to accept any tender in part or parts only with such conditions as it may prescribe. NIOT is not bound to accept the lowest tender. NIOT expects full technical compliance and expects full scope of integrated supply as per tender specification and do not accept partial tenders.

30. The compliance sheet with reference to the specifications should be furnished against each parameter while submitting the quotation, which is absolutely necessary. THE TENDERER SHALL SUBMIT TECHNICAL & COMMERCIAL COMPLIANCE SHEETS ALONG WITH THEIR OFFER. TENDERS WITHOUT COMPLIANCE SHEETS WILL NOT BE EVALUATED. The Price bid should be unconditional. Care should be taken while furnishing the information in the compliance sheet based on which the evaluation will be done.

31. Bid or modification to bids received after closing date and time: shall not be considered. Such modified bid together with original bid will be summarily rejected. Modification to the bid after opening the bid will not be considered unless specifically requested for by NIOT.

32. Canvassing: Exerting pressure and/or offering inducement in any form by the bidder or by any other person on behalf of the bidder shall disqualify the bid and lead to its rejection.

33. Award: NIOT shall place the Purchase order/ work order either consolidated or separately for each of the title.

34. Commercial compliance as per the NIT shall be furnished along with the offer.

35. Unrealistic bids with either cost which is impossible to achieve or for bidders who show that they are completely inexperienced or have completely inappropriate equipment will be rejected.

TERMS AND CONDITIONS GOVERNING THE CONTRACT

36. Place of quotation:

a) Firms inside India: Quotations should be for free delivery to this Institute. Consignment freight and insurance charges by passenger train / Road transport must be indicated. If EX-Godown, packing forwarding freight and insurance charges must be indicated separately. The term 'Extra' shall be avoided.

b) Firms outside India: Quotations should be for, F.O.R, NIOT, Chennai. If F.O.R. consignment freight charges by passenger train / Road transport must be indicated. If EX-Godown, packing forwarding freight charges must be indicated separately. Goods should be supplied carriage paid and insured for Contractor godown to consignee warehouse Chennai.

37. Guaranteed time of delivery – specific performance of contract: The time of delivery including testing and handing over in satisfactory condition is the essence of the contract and the shipment should be effected as per the schedule given in SCC. In the event of part supply, NIOT shall withhold the entire payment until the whole of the supply as per the order is delivered. In case if the delivery schedule indicated in the SCC is not stipulated as essential criteria, Contractor may indicate the period of delivery required for them.

38. Extension of delivery period: If the completion of systems / components is delayed for reasons of force majeure such as acts of God. Acts of Public enemy, acts of Government, fires, floods, epidemics, quarantine

restrictions, illegal strikes and freight embargoes, the Contractor shall within 3 days from the date of such occurrence, give notice to NIOT in writing of his claim for extension of delivery period. NIOT on receipt of such notice may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract. Unless the extended delivery period is agreed by NIOT in writing, contractor cannot claim the extension of delivery time as a matter of right. NIOT shall have the right to either cancel/extend the order validity/ levy LD LC as appropriate.

39. Delay in Completion / Liquidated Damage (LD): If the Contractor shall fail to deliver the systems / components within the time specified in the Contract, NIOT shall recover from the Contractor as liquidated damages a sum of **0.5%** (½ percent) of the contract price of the undelivered systems /components for each week of delay (or) part thereof. The total liquidated damages shall not exceed **5%** (5 percent) of the contract price of the unit or units so delayed. Systems / components will be deemed to have been delivered only when all essential components parts are also delivered. If any essential components are not delivered in time, the entire system / components will be considered as delayed until such time the missing parts are delivered.

40. Partial Delivery: In general all supplies are to be delivered as per the schedule of the contract only. In case if NIOT's request / vendor's convenience part supplies will be accepted only on issue of amendment to the order / contract on the delivery schedule. Part supply without written order will not be accepted. However payment will be effected as stipulated in order / contract.

41. Insurance: The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

42. Service contract Insurance:

Contractor shall take out and keep in force adequate insurance to cover all risks. (a) In respect of their personnel deputed to work under the Contract. (b) In respect of their own as well as hired equipment (to the extent of their insurance interest) tools, materials, and operational facilities used during the entire period of their engagement in connection with the Contract to the insurable value of equipment, manpower and other things. NIOT shall have no liability whatsoever in this regard. Such insurance policies of the Contractor shall embody the following clauses

“The Insurers hereby waive their rights of subrogation against National Institute of Ocean Technology, or any of their employees or their subsidiaries, affiliates or assigns.”

43. Transportation: Where the Contractor is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Contractor, and the related cost shall be included in the Contract Price.

44. Risk Purchase: If the contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery or at any time repudiates the contract before expiry of such period, NIOT is entitled to cancel the contract and source purchases from third parties the stores not delivered at the risk and cost of the defaulting contractor.

45. Incidental Services

The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) Performance or supervision of the on-site assembly and / installation and commissioning of the supplied Goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- I Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Contractor of any warranty obligations under this Contract; and
- (e) Training of NIOT's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

46. Spare Parts

As specified in the SCC, the Contractor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor for at least

5 years from the date of acceptance:

- (a) such spare parts as NIOT may elect to purchase from the Contractor, providing that this election shall not relieve the Contractor of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the main product and spare parts:
 - (i) advance notification to NIOT of the pending termination, in sufficient time to permit NIOT to procure needed spare part requirements; and
 - (ii) following such termination, furnishing at no cost to NIOT, the blueprints, drawings and specifications of the spare parts, if requested.

47. Warranty: The Contractor warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by NIOT's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

This warranty shall remain valid for 12 months after the installation of the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 18 months after the date of shipment from the place of loading whichever period concludes earlier, unless specified otherwise in the SCC. The warranty certificate should be furnished in the prescribed format in your letterhead. If the Vendors standard warranty is more than 12 months the same shall be extended to NIOT.

NIOT shall promptly notify the Contractor in writing of any claims arising under this warranty.

Upon receipt of such notice, the Contractor shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to NIOT other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex-showroom to the final destination.

If the Contractor, having been notified, fails to remedy the defect(s) within the period specified in SCC within a reasonable period, NIOT may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which NIOT may have against the Contractor under the Contract. Also such failure shall lead to suspension of vendor from participation as deem fit by NIOT.

48. Payment: NO ADVANCE PAYMENT WILL BE MADE 100% payment will be made after receipt and acceptance within 30 days from the date of receipt of bill / acceptance of goods along with the required documents. Warranty certificate, test certificates shall be submitted pursuant to GCC & SCC Clauses and upon fulfilment of other obligations stipulated in the purchase order.

49. Force Majeure: For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of NIOT either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Contractor shall promptly notify NIOT in writing of such conditions and the cause thereof. Unless otherwise directed by NIOT in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

50. Discounts:

Bidders are advised not to indicate separate discounts. Discounts, if any, should be merged in the rates against the quoted items.

51. Price:

The price shall include but not limited to

- a) Costs of goods covered in this contract.
- b) Taxes.
- c) HSN code of the product.

- d) Transportation and packing cost (Sea / Air worthy packing of internationally acceptable practices withstand transit and Transshipments by sea / air / road / rail)
- e) Cost of handling, documentation, freight, insurance from contractor's ware house up to NIOT warehouse, installation and commissioning of the equipment when part of contractual obligation.
- f) Charges for all testing
- g) Cost towards third party inspection at various stages as set forth in the contract.
- h) Cost of Installation, testing, commissioning and handing over of goods as set-forth in the contract.
- i) Cost of Training of NIOT officials as set forth in the contract.
- j) Cost of Books, manuals, software as set-forth in the contract.

The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods he proposes to supply under the contract strictly as per price bid format of tender.

52. Taxes and duties:

I Payable only for the Indian bidder:

- a) **GST Registration:** You may submit a copy of GST Registration certificate along with your quotation.

II Deductibles:

- a) **Deduction of Indian Income Tax Deduction at Source for the Indian bidders:** TDS will be deducted as applicable. Valid Permanent Account Number (PAN) is mandatory.
- b) **Deduction of Indian Income Tax Deduction at Source applicable to foreign bidders:** Deductible for all the services rendered for India as per avoidance of double taxation treaty between your Country and Govt. of India. Without Tax Residency Certificate / Tax Identification No. at your country of residency, tax deduction at source will be @20% and with Tax Residency Certificate / Tax Identification No. at your country of residency, tax deduction at source will be @ 10% as per DTAA rate. However, the applicable taxes at the time of actual utilization of service, etc. will be deducted.
- c) **GST-TDS:** NIOT has enrolled under GST in the category "Tax Deductor". The bidders are requested to update their database regarding NIOT's Registration under GST-Tax Deductor. TDS @ 2% on the order value towards GST will be deducted on payments made to the supplier in respect of goods and/or services, supplied/provided.

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|--------------------------|---|
| Name of the Organization | NATIONAL INSTITUTE OF OCEAN TECHNOLOGY |
| Address | NIOT Campus, Velachery Tambaram Main Road, Pallikaranai, Chennai-600100, TamilNadu. |
| Email | postmaster@niot.res.in |
| Telephone No. | 044-66783300 |
| Tax Deductor GSTIN | 33AAATN0530G1Z6 |

53. Arbitration / Disputes In the event of any dispute, difference, interpretation or application relating to this agreement arises, the same shall be settled amicably by the parties. In case the dispute or differences could not be settled amicably, the same shall be referred for adjudication through Arbitration by an Arbitrator to be appointed by the Director, NIOT.

The Arbitration shall be concluded in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or reenactment thereof and the rules made their under and for the time being in force shall apply to the arbitration proceedings. Venue of such arbitration shall be at Chennai in India. The language of arbitration proceedings shall be English. The Arbitrator shall make a reasoned award (the "award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the contract. However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party.

54. SUBMISSION OF TECHNICAL DOCUMENT

Specifications are basic essence of the product. It must be ensured that the offers are strictly as per our specifications. At the same time it must also be kept in mind that merely copying our specifications in their quotation shall not make firms eligible for consideration. The documentary evidence of conformity of the goods and services to the Bid document may be in the form of literature, drawings and data and shall consist of:

- a. A list giving full particulars including available sources and current prices, of spare parts, special tools etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by NIOT; and

- b. An item-by-item commentary on NIOT's Technical specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical specifications.
- c. For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, and reference to brand names or catalogue numbers designated by NIOT in its Technical specifications are intended to be descriptive only and not restrictive. They may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to NIOT's satisfaction that the substitutions ensure substantial equivalence to those designated in the technical specifications. Technically unsuitable offers, offers not confirming to tender schedule shall be rejected.

The broad configuration / specification of the proposed purchase / work are given. Bidders are required to keep their proposal strictly as per the specification prescribed

Relevant literature pertaining to the items quoted with full specifications (and drawing, if any) duly signed by the authorized official should be sent along with the quotations, wherever applicable. Samples if called for, should be submitted free of charges, and collected back at the Contractor's expenses. To explain the product offered, if there is no Technical Literature / catalogue, offer is liable for rejection. Offer must contain all relevant technical details, test procedure etc. Any erasures / over writing shall be counter signed by the person who is signing the bid. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid sign them.

Documents Establishing Bidder's Eligibility and qualifications

55. Eligibility: The bidder shall furnish, as a part of his bid, documents establishing the bidders' eligibility to bid and his qualification to perform the contract if his bid is accepted. The bidder must possess TIN No., PAN No. and any other registration to claim the statutory levies.

56. Authorisation: The bidder is qualified only when he is the original manufacturer or established dealer with original manufacturer's authorization letter to quote, sell and service the products offered as per the prescribed format in our web site along with agency agreement.

57. OEM & Agent: In a tender, either the Indian agent on behalf of the Principal / OEM or Principal / OEM itself can bid but both cannot bid simultaneously for the same item / product in the same tender.

If an agent submits bid on behalf of Principal / OEM, the same agent shall not submit a bid on behalf of another Principal / OEM in the same item / product.

In case a bidder not doing business within India, he shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post warranty period. OEM also shall provide agency agreement and indicate agency commission payable to make remitting in INR.

58. Preference to Make in India

Make in India-Price Preference-MSME Price preference to Local suppliers as per Make in India procurement policy of Govt of India shall refer the order DPIIT Order No. P-45021/2/2017- PP (BE-II) dated 16th September 2020 issued by Ministry of Commerce (Govt. of India)

Definitions of terms applicable to Make in India procurement policy of Govt. of India:-

- a) 'Local content ' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- b) 'Class-I Local supplier' means a supplier provider whose product offered for procurement meets the local content of 50% and above.
- c) 'Class-II Local supplier' means a supplier provider whose product offered for procurement meets the local content of 20% and above but less than 50%.
- d) 'Non-Local supplier' means a supplier provider whose product offered for procurement meets the local content of less than 20%.
- e) 'L1' means the lowest tender or lowest bid or the lowest quotation received in this tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

f) 'Margin of purchase preference ' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

I. Purchase preference: -

a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract for full quantity will be awarded to L1.

b) If L1 bid is not from a Class-I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c) In the procurements of goods or works, which are covered by para 3(b) or reference order and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

(i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract will be awarded to L1.

(ii) If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price.

(iii) In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

(iv) Only Class-II Local suppliers are not eligible to get price preference in any procurement undertaken by procuring entities.

II. Applicability in tenders where contract is to be awarded to multiple bidders: -

In tenders where contract is awarded to multiple bidder's subject to matching of L 1 rates or otherwise, the

'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as

per following procedure:

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b) In other cases, 'Class II local suppliers' and 'Non-local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order. c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

c) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

d) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

III. Minimum local content:-

The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier' 'Class-II local supplier'. For the items, for which Nodal Ministry! Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier' 'Class-II local supplier' respectively.

IV. Verification of Local content:-

a. The 'Class-I local supplier' 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs . 10 crores, the 'Class-I local supplier' 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

V. Manufacture under license/ technology collaboration agreements with phased indigenization:-

While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

VI. Classification of MSE'S:-

i) **Micro Enterprises:** Where the investment in plant and machinery or equipment does not exceed 1 crore rupees and turnover does not exceed 5 crore rupees,

(ii) **Small Enterprises:** Where the investment in plant and machinery or equipment does not exceed 10 crore rupees and turnover does not exceed 50 crore rupees,

(iii) **Medium Enterprises:** Where the investment in plant and machinery or equipment does not exceed 50 crore rupees and turnover does not exceed 250 crore rupees

(iv) **Retail & Whole sale traders:** Any bidder who are retailer/ Traders claim EMD/ Bid security exemption shall refer Ministry OM 5/2(2)/2021-E/P&G/Policy dtd 02.07.2021 & 5/2(1)2020/E- P&G/Policy dtd 01.12.2020.

VII. Price Preference to MSEs: -

a) Among the qualified bids, the lowest bid will be termed as L1, If L1 is class 1 local supplier the contract will be awarded to L1.

b) In tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of the total tendered value, The 25(twenty five)% quantity is to be distributed proportionally among these bidders, in case there are more than one MSME's within such price band.

c) In case the tendered quantity of goods cannot be split/ divided MSE quoted price within the band L1+15% may be awarded for full complete supply of total tendered value to MSE.

d) MSEs participating in the tender must submit valid & authorized copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarized copy of the DIC certificate.

- e) The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.
- f) The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
- g) The MSEs who have applied for registration or renewal of registration with any of the above agencies / bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for EMD exemption / preference.
- h) Where any aggregator has been appointed by the Ministry of MSE, themselves quote on behalf of some MSE units, such offers will be considered as offer from MSE units and all such facilities would be extended to these aggregators also.

59. GUIDELINES FOR ELIGIBILITY OF A 'BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA': (Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020 issued by Department of Expenditure, Ministry of Finance, Govt. of India in this regard are available at website <https://doe.gov.in/procurement-policy-divisions>)

- I) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. [Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), as mentioned under Annex I of the Order (Public Procurement No.1) dated 23.07.2020]
- II) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- III) "Bidder from a country which-shares a land border with India" for the purpose of this Order means; -
- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV) The beneficial owner for the purpose of (3) above will be as under:
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person (s), has a controlling ownership interest or who exercises control through other means. Explanation.
 - a. "Controlling ownership interest" means ownership of or entitlement to, more than twenty-five per cent, of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- CERTIFICATE REGARDING COMPLIANCE: a) Bidders shall submit following certificate: "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s. _____ (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. _____(Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against the tender." [wherever applicable bidder must submit evidence of valid registration by Competent Authority] b) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Bidder shall submit the following certificate in this regard: "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that bidder M/s. _____(Name of bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority." [wherever applicable bidder must submit evidence of valid registration by Competent Authority] If such certificate (as mentioned as (a) & (b) above) given by a bidder whose bid is accepted, is found to be false, this would be a ground for immediate rejection of bid/termination of contract and forfeiture of EMD/Security Deposit. The above certificate shall form part of PO/contract. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
- VI. Further, the above guidelines will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.
- VII. 'Agent' mentioned in the above guidelines also includes dealer/distributor/sole selling agent.
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Commercial Terms Compliance sheet (The format should not be altered)

| Sl. No. | Particulars | Yes | No | offer Page Ref |
|----------------|---|------------|-----------|-----------------------|
| 1 | Whether every page of the tender document is signed for acceptance of tender and uploaded along with the offer? | | | |
| 2 | Whether Taxes and duties are shown separately in the quote. (Registration numbers for claiming the same to be strictly indicated) | | | |
| 3 | Whether accepted to submit the order acceptance within 7 days from the date of order? | | | |
| 4 | Whether Quote is valid for 120 days from the due date of tender or time specified in the tender document whichever is later? | | | |
| 5 | Whether payment terms of the tender is complied with? | | | |
| 6 | Whether the bidder satisfies the Pre- qualification criteria | | | |
| | a copy of your GST Registration certificates and PAN details are attached (Mandatory qualifying condition) | | | |
| 7 | Whether price is DAP / FOR NIOT, Chennai? | | | |
| 8 | Whether the freight cost is included, if not included whether the freight cost is indicated separately? | | | |
| 9 | Whether the authorization letter exclusively for this tender, from the original manufacturer is enclosed? | | | |
| 10 | a) Whether warranty period accepted as per tender? | | | |
| | b) Whether submission of warranty certificate in the prescribed format is acceptable? | | | |
| 11 | a) Whether the delivery period is clearly indicated, and is as per tender? | | | |
| | b) Whether declaration for supply within the delivery period has been filled & Signed by the competent authority (Annexure) | | | |
| 12 | Whether the cost of installation / inspection / testing explicitly mentioned in the quote? | | | |
| 13 | Whether Past track record of quality and service is enclosed? | | | |
| 14 | Whether list of deliverables attached and comply as per tender? | | | |
| 15 | Whether liquidated damage clause is acceptable in case of delayed supply? | | | |
| 16 | Whether the tender is fully complying with tender specification/Adjustment if no, list out deviations very clearly along with the appropriate reason for the deviation? | | | |
| 17 | Whether item-wise price is quoted as per price bid and quoted price is realistic? | | | |
| 18 | Whether technical specification has been duly filled in and submitted with the tender document is uploaded along with the quotation. | | | |
| 19 | Whether HSN code of the product has been indicated? | | | |
| 20 | Whether your firm is registered under MSME/ NSIC/DIC/UAM? If yes enclose copy of registration | | | |
| 21 | Whether a certificate of compliance to guidelines for eligibility of a 'bidder from a country which shares a land border with India' is enclosed? | | | |

PRICE BID FORMAT

| S. No. | Description | Qty (for one year) | Unit Rate for Year (2025-27) | Total amount for Year (2025-27) |
|--------------------------|---|-----------------------------------|---|--|
| 1 | Secondary internet leased line of communication for first year 2025 as per the specification | 1 No. | | |
| 2 | Secondary internet leased line of communication for second year 2026 as per the specification | 1 No. | | |
| 3 | Secondary internet leased line of communication for third year 2027 as per the specification | 1 No. | | |
| 4 | Tertiary internet leased line of communication for first year 2025 as per the specification | 1 No. | | |
| 5 | Tertiary internet leased line of communication for second year 2026 as per the specification | 1 No. | | |
| 6 | Tertiary internet leased line of communication for third year 2027 as per the specification | 1 No. | | |
| 7 | GST for Transportation | % | | |
| Total Amount | | | | |
| (Amount in words. _____) | | | | |

Note:

For Supply

The GST as applicable.

For Service

- i. GST @ 18% is applicable.
 - ii. NIOT has enrolled under GST in the category "Tax Deductor". The bidders are requested to update their database regarding NIOT's Registration under GST-Tax Deductor. (See clause No.51 II (c))
 - iii. TDS @ 2% on the order value towards GST will be deducted on payments made to the supplier in respect of goods and/or services, supplied/provided.
1. The copy of the GST registration certificate to be attached.
 2. The duly filled technical and commercial compliance sheets should be submitted along with quotation/offer.

We agree to all applicable terms and conditions listed in the tender document.

Signature with Seal

Technical specification for Supply, Installation and Commissioning of "100 Mbps and 50 Mbps" dedicated symmetric internet bandwidth connectivity through leased line with assured bandwidth of "100 and 50 Mbps" Worldwide with 1:1 full duplex for three years

Technical specification:

| S. NO | NIOT Description | NIOT Requirements | Specification of item offered/quoted |
|-------|------------------|---|--------------------------------------|
| 1 | Scope of Work | The Internet connectivity leased line should have fully dedicated (1:1), unshared & high quality 100 Mbps and 50 Mbps symmetric bandwidth without any compression factor through optical fiber. This includes setting up of last mile connectivity using OFC technology, supply & installation of necessary equipment, deploying of cable up-to Ethernet Port with NIOT's local area network. | |
| | | ISP shall provide 30 real live IP addresses (IPv4 & IPv6) for 100 Mbps and 15 IP addresses for 50 Mbps line exclusive use by NIOT and shall configure the new IP addresses and gateways on the router. | |
| | | Local loop has to be through fiber cable, wherein optical fiber is extended right up to the customer premises. The fiber optic link to NIOT should be based on a ring topology to provide redundancy. Internet Bandwidth with committed access rate on 1:1 basis till ISP International Gateway must be commissioned. | |
| | | Traffic should be routed to secondary International Gateway once the primary fails. | |
| | | Network redundancy has to be built to protect the traffic from cable cuts and alternate redundancy route to be established. | |
| | | Complete detail of service provisioning including offered bandwidth, compression type, termination details etc. are to be clearly stated in the technical bid. | |
| | | The last mile link will be on fiber with self-healing architecture to maximize the availability of the link and minimize the failure. | |
| | | ISP will supply and install the necessary hardware and software for implementation & commissioning of the Internet connectivity. ISP shall undertake installation & configuration of modems, or any such associated Fiber-optic equipment to make the entire system working to provide sustained Internet bandwidth of not less than 100 Mbps and 50 Mbps respectively | |
| | | Necessary permissions for delivery of Internet Leased Line, Hardware/Software and last mile to be managed by the ISP only. | |
| | | All necessary clearances shall be the sole responsibility of the service provider. Bidder should ensure that the local loop provisioning does not violate regulations as laid by Government of India / DoT /TRAI in respect of | |

| | | | |
|---|--------------------|--|--|
| | | such links / networks. | |
| | | The bidder will be responsible to maintain and monitor the end-to-end connectivity on 365 x 24 x 7 basis so as to meet the committed SLA. The bidder should have Toll Free number for fault registering within Chennai region. Vendor has to mention the Escalation procedure and matrix for customer complaints. | |
| | | Separate multiplexers / Modems / Patch Cords / Fiber Converter etc. and any other equipment (if necessary) for commissioning of 100 Mbps and 50 Mbps internet bandwidth link will have to be supplied, installed and maintained (all throughout the service period) by the bidder at sites and shall remain their property. | |
| | | However, the infrastructure such as space, air-conditioning and UPS power will be provided by NIOT within NIOT's own premises. | |
| | | Bidder should provide 365 x 24 x 7 support and should have facilities for 365 x 24 x 7 centralized call center / NOC. Also, the Bidder should have adequate resources to provide immediate support in case of link break downs or any such issues/problems. | |
| | | The bidder should provide online portal to view real time Bandwidth utilization / performance. It should provide report generation such as real time basis / Hourly, Daily, Weekly and Monthly basis. Besides, the reports should also be made available on demand. | |
| | | The fault call should be responded within 2(Two) hrs. And should be resolved within 6(Six) hrs. after lodging of fault complaint. | |
| | | The complete implementation (Provisioning, commissioning, deployment, installation, activation and certification of Leased Line Internet connectivity) shall be compulsorily got done by the successful bidder within a period of maximum (4) weeks from the date of receipt of acceptance letter by this office. If the implementation & commissioning of internet services is not completed within period, the order may be cancelled and all the payments terms from NIOT, shall stand abrogated. | |
| 2 | Terms & Conditions | 1. Once quoted, the bidder shall not make any subsequent price changes. Such price changes | |
| | | 2. shall render the bid liable for rejection. The amount quoted is inclusive of all taxes. | |
| | | 3. NIOT will deduct applicable TDS, if any, as per the law of the land. | |
| | | 4. Rates for any additional /optional features to be mentioned clearly and separately. | |
| | | 5. The rates quoted shall be in Indian rupees only. | |
| | | 6. Price must to be quoted both in figures and in words. | |
| | | 7. Any drop in the charges / tariff of leased line or Internet port access during the contract period. | |
| | | 8. shall be passed on to NIOT. | |

| | | | |
|-----------|---|--|--|
| | | 9. No other charges shall be payable by NIOT. | |
| | | 10. All documents submitted as part of bid shall be duly stamped and signed by the authorized signatory. | |
| 3 | QUALIFICATION CRITERION | The Tender is being invited for selecting an Alternate Internet Supply Provider (ISP) for Redundancy / Backup. NIC (National Informatics Centre), being the existing Internet Supply Provider (ISP) of 1GBPs Internet Leased Line Connectivity to National Institute of Ocean Technology (NIOT), Velachery Tambaram Road, Pallikaranai, Chennai 600100 through RailTel Corporation shall not be eligible for participating in the present Tendering Process. | |
| 4 | QUALIFICATION CRITERION | The bidder shall be a Government Organization / PSU / PSE / partnership firm or a limited Company under Indian Laws having valid Class – A ISP License. | |
| 5 | QUALIFICATION CRITERION | The bidder should have acquired valid NLD / UL (Unified License) / ASL (Unified Access Services License) and ISP License from DOT and has established Fiber/wireless network across India and operational from last 3 years. 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. | |
| 6 | QUALIFICATION CRITERION | Average Annual turnover of the bidder for the last 3 financial Years i.e. 2021 – 2022, 2022– 2023 and 2023 – 2024 should be minimum Rs. 10 Crores. | |
| 7 | QUALIFICATION CRITERION | The Bidder should have own access network for providing last mile (local loop). | |
| 8 | QUALIFICATION CRITERION | The bidder would insure that the local loop provisioning does not violate regulations as laid by Government of India/TRAI in respect of such links/networks. Bidder will be responsible for making all the payments towards the local loop charges/rentals charges etc. A self-certified letter for compliance of the same has to be submitted. | |
| 9 | QUALIFICATION CRITERION | The Bidder should have a valid ISO 9001:2008 certification. | |
| 10 | QUALIFICATION CRITERION | The Bidder should have executed similar project for bandwidth provisioning in Government or Private sector. | |
| 11 | QUALIFICATION CRITERION | The Bidder should have its own dedicated facility to provide DDOS Detection and Mitigation Services. Leasing / Subletting, Assigning or Outsourcing this service is not permitted. | |
| 12 | QUALIFICATION CRITERION | Should be registered with TRAI for providing Internet Bandwidth Service in India. | |
| 13 | QUALIFICATION CRITERION | The ISP should have 24 x 7 x 365 days. Call Center and Telephonic Support. The same shall be extended to NIOT for resolving issues and registration of faults / complaints etc. | |
| 14 | QUALIFICATION CRITERION | Bidder should have Direct Access to International Gateways with a valid Class A ISP License. | |
| 15 | Type of connectivity & Last mile connectivity | 1:1 Dedicated Internet Leased Last mile delivery on Fiber Line, Uncompressed and unshared. All | |

| | | | |
|-----------|---------------------------------|--|--|
| | | equipment required to establish the said connectivity will be BIDDER's responsibility for the full duration of the contract. | |
| 16 | Capacity | Internet Leased Line: 100Mbps (Secondary Internet leased line one connection) 50 Mbps (Tertiary leased line one connection) | |
| 17 | Link Bandwidth / Technology | 100 Mbps and 50 Mbps uncompressed Internet Bandwidth on 1:1 basis till ISP International Gateway with dedicated (unshared) leased line redundant fully fiber optic with assured bandwidth of 100 Mbps and 50 Mbps worldwide for the SITE on end-to-end turnkey basis. | |
| 18 | Failover Mechanism | Traffic should be routed to secondary International Gateway once the primary fails. It should be carried out from the service provider end itself. | |
| 19 | Uptime | 99.5 % throughout the contract | |
| 20 | Bandwidth Guarantee | 99 % | |
| 21 | Packet Loss | Less than 1 % | |
| 22 | Latency | Less than or equal to 250 milliseconds from respective NIOT router to submarine cable teleport in USA/Europe/Asia Pacific during peak traffic hours and less than 50 milliseconds from the respective NIOT router to the first hop of the service Provider. | |
| 23 | IP Addresses | The BIDDER shall provide minimum 30 Public IPV4 addresses to NIOT and for exclusive use by NIOT, and replace it with IPV6 when requested. | |
| 24 | Service Provisioning | The service provider shall provide internet services for 24 hours x 7 days a week for the entire period of the contract. | |
| 25 | End-to end Service requirements | 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 100 Mbps and 50 Mbps respectively. All the cost should be included in this BID, implying that providing, installation and configuration of all hardware and software required for implementation of the services shall be the sole responsibility of the BIDDER and the operation and maintenance of the service shall also be on end-to-end basis. | |
| 26 | Details Of Submission | Service Provider should provide details of the proposed connectivity, viz., the name of the cable and landing points of the involved cable i.e. Network Diagrams of connectivity from NIOT Premises till ISPs Local POP (Point of Presence) and ISPs POP to ISPs International Gateway, so that NIOT is assured of the claimed redundancy. Complete detail of service provisioning including Offered bandwidth, termination details etc. are to be clearly provided in the form of agreement/document. | |
| 27 | Service Level Agreement | A Service Level Agreement (SLA) has to be signed between NIOT and Service Provider wherein the penalty clause for the whole link (end-to-end), as given below is to be accepted. The SLA should be | |

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| | | <p>part of the proposal and In case of any degradation of service at any point during the agreement period; the penalty conditions will be invoked.</p> <p>(A) Network Uptime: Service Provider should guarantee average network availability per calendar month 99.5 % or more.</p> <p>(B) NIOT should get the 100 Mbps and 50 Mbps respectively minimum committed Bandwidth 99.5 % of the time.</p> <p>(C) Latency commitment: Less than 250ms from NIOT to ISPs tier 1 peering point. The latencies would be calculated by taking an Average over a period of 1 month.</p> <p>(D) Packet Delivery: ISP should guarantee average backbone network packet delivery >= 99%. The packet loss would be calculated by taking an Average over a period of 1 month</p> <p>(E) Both Account Manager and CRM Telephonic support should be available to NIOT within a maximum of 30 minutes from the time of registering the support request.</p> <p>(F) On-site support should be available to NIOT within three hours, if the problem is at SITE and remains unsolved after telephonic support by the Service Providers representative.</p> <p>(G) Mean time to resolve the problem should not be more than 3 hours.</p> | |
| 28 | Penalty | <p>PENALTIES:</p> <p>If the Service Provider does not meet their commitments on any of the criteria mentioned in the Service Level Agreement (SLA), then the service provider will be levied with penalty.</p> <p>PENALTY FOR DELAY IN COMMISSIONING:</p> <p>For any delay in Installation and Commissioning, NIOT will charge penalty of 0.5% of the order value/week or part thereof, subject to the cost not exceeding 10% of the total cost. The service provider should ensure maintaining services from their nearest service centre which should be well equipped with service engineers and sufficient spares. The vendor will do preventive maintenance to their equipment hosted at NIOT once in six months to keep them up and running 24 x 7.</p> <p>SERVICE PENALTIES:</p> <p>NON-PERFORMANCE PENALTY:</p> <p>In case of any problem reported, the same has to be attended & resolved as per Service level Agreement (SLA). Maximum non-performance charges shall be capped at 100% of total contract value.</p> <p>PENALTY FOR DOWNTIME:</p> <p>If the services remain down for any reason for more than 3 hours including Saturday, Sunday and closed holidays, then 0.5% of the proportionate contract value (Recurring Charges for the Calendar Year) will be deducted as penalty.</p> | |

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| | | <p>If the services remain down from the 4th hour to 24 hours including Saturdays, Sundays, and closed holidays, then 1% of the proportionate contract value will be deducted as penalty. If the services remain down from 25 hours to one week including Saturdays, Sundays, and closed holidays then 2% of the proportionate contract value will be deducted as penalty. If the services remain down for more than a week including Saturdays, Sundays, and closed holidays, then the security deposit will be invoked and a fresh security deposit will be mandated by NIOT for the same contract. If the service provider wishes to opt out of the contract, NIOT only will have the right to cancel the order and specify the time line (not exceeding 3 months) for closure of the contract.</p> | |
| 29 | Network Usage Report Software | <p>The Service Provider will provide NIOT with a Software Tool/Method to measure and monitor the Internet Bandwidth and its latency provided by the BIDDER. This software should include a graph-based report of latency over a time period. The Service Provider has to provide following web-based reports in PDF format for</p> <ol style="list-style-type: none"> 1. Network usage online and printable on Hourly/Daily/Weekly/Monthly basis ensuring that NIOT gets 100 Mbps and 50 Mbps respectively (1:1) speed. 2. Bandwidth Usage Report. 3. Network Bandwidth Availability, for both upload and download links. 4. Network Latency Report. | |
| 30 | Release of IP's from real time spam-blocking databases (DNSBLs). | <p>The bidder should constantly monitor and remove the public IPs allotted to NIOT from spam-blocking databases (DNSBLs). Support to sanitize the infected IPs to be provided.</p> | |
| 31 | Security | <p>Protect of NIOTs data when it is moving through Service providers Network. Ensure that Networking Equipment used by the bidder in their backbone should comply with the policies laid down by Government of India, Department of Telecommunications time to time.</p> | |
| 32 | Upgrade to IPV6 | <p>Should have the capability to run IPV6 on Internet Leased Line links. Upgrade to IPV6 if required, will have to be done by the bidder without any additional cost to NIOT.</p> | |
| 33 | Training | <p>The BIDDER shall provide adequate training on the following aspects to at least two NIOT personnel for three days at their own cost at NIOT premises:</p> <ol style="list-style-type: none"> A. Configuration of the Leased Line B. Router and other end terminal equipment C. Local and Remote Loop back checks D. Performance Monitoring. | |
| 34 | Tertiary leased line | 50 mbps leased line | |

Note:

The literature/brochure/write up of the items quoted should be uploaded.

Terms and Conditions:

- 1. Validity:** Quote should be valid for **120 days**.

- 2. Rate Contract:** The rate contract is valid for **three years** from the receipt of this order.

- 3. Payment:** Payment will be made **within 30 days** after receipt of invoice on completion of each quarter and certification by NIOT authorized officials. No advance payment shall be made.

- 4. Scope of work:** Activation/Commissioning a certificate of the link has to be submitted after duly certified by NIOT authorized official on completion. The commissioning and acceptance test should be completed **within two weeks** from the date of receipt of this order. Testing and up keep of the complete link on end-to-end basis for a period of three years (from the date of acceptance of test).

- 5. Training:** Necessary training should be provided to NIOT officials after completion of commissioning.

- 6. System Acceptance Procedure:** Any drop in the charges / tariff of leased line or internet port access during the contract period should be passed on to NIOT voluntarily by the service provider. Any upward revisions will not be considered and it should borne by service provider.

We agree to all terms and conditions as per tender document.

Date:

Signature of supplier

Place:

Stamp

DECLARATION

We, M/s. _____, hereby declare that the rate quoted for the items listed in this tender **“Supply, Installation and Commissioning of “100 Mbps and 50 Mbps” dedicated symmetric internet bandwidth connectivity through leased line with assured bandwidth of “100 and 50 Mbps” Worldwide with 1:1 full duplex for three years”** against bid no. _____ are readily available in the market. We have checked the availability with the manufacturer/ dealer and we will supply all the items in single lot within _____ days/weeks from the date of order.

Seal and Signature of Authorized Signatory