

**State Health Society, Assam**

**Notice Inviting Tender (NIT) for establishment of Internet Connectivity**

**NOT TRANSFERABLE**



**OFFICE OF THE MISSION DIRECTOR,  
NATIONAL HEALTH MISSION, ASSAM  
SAIKIA COMMERCIAL COMPLEX,  
G. S. ROAD, CHRISTIANBASTI, GUWAHATI - 781005**

# Tender for Establishment of Internet Connectivity

---



## OFFICE OF THE MISSION DIRECTOR, NATIONAL HEALTH MISSION, ASSAM

Saikia Commercial Complex, G. S. Road, Christianbasti, Guwahati - 781005

Ph. No. 0361 – 2340236:: Fax No. 0361 – 2340238

Website : [www.nrhmassam.in](http://www.nrhmassam.in) E\_mail ID : [misnrhm.assam@gmail.com](mailto:misnrhm.assam@gmail.com)

No: NHM/MIS/INTERNET/2455/2015-16/2039

Dated 24/04/2015

### **Notice Inviting Tender (NIT) for establishment of Internet Connectivity**

#### **NOT TRANSFERABLE**

TENDER REFERENCE	:	NHM/MIS/INTERNET/2455/2015-16/2039 Dated 24/04/2015
DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENT	:	24/04/2015
DATE OF PRE BID MEETING	:	04/05/2015 2:30 PM
LAST DATE & TIME OF RECEIPT OF BID	:	13/05/2015 2:00 PM
TIME & DATE OF OPENING OF BID (TECHNICAL BID)	:	13/05/2015 3:00 PM
PLACE OF OPENING OF BID	:	Office of the Mission Director National Health Mission, Assam Saikia Commercial Complex G. S. Road, Christianbasti, Guwahati - 781005
ADDRESS FOR COMMUNICATION	:	Office of the Mission Director National Health Mission, Assam Saikia Commercial Complex G. S. Road, Christianbasti, Guwahati – 781005
COST OF TENDER DOCUMENT	:	Rs. 2,000/- (Rupees Two thousand only)

# Tender for Establishment of Internet Connectivity

---



**OFFICE OF THE MISSION DIRECTOR,  
NATIONAL HEALTH MISSION, ASSAM**  
**Saikia Commercial Complex, G. S. Road, Christianbasti, Guwahati - 781005**  
**Ph. No. 0361 – 2340236:: Fax No. 0361 – 2340238**  
Website : [www.nrhmassam.in](http://www.nrhmassam.in) E\_mail ID : [misnrhm.assam@gmail.com](mailto:misnrhm.assam@gmail.com)

No: NHM/MIS/INTERNET/2455/2015-16/2039

Dated 24/04/2015

**STATE HEALTH SOCIETY, ASSAM  
GUWAHATI: ASSAM**

## **Notice Inviting Tender (NIT) for establishment of Internet Connectivity**

Sealed tenders in **TWO BID SYSTEM** affixing Court Fee Stamp of Rs 8.25 only are invited by National Health Mission, Assam, from reputed Internet Service Provider Companies for establishment of Internet Connectivity at the Office of the Mission Director, National Health Mission, Assam. Interested bidders are requested to submit their tender along with the specified documents which will be received till 13<sup>th</sup> May 2015 up to 2.00 P.M. The tender may be sent by Speed Post / Registered Post / Courier Services / in person in sealed cover addressed to “Mission Director, National Health Mission (NHM), Assam, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam”. Tender received after the closing date & time shall not be entertained. The Mission Director, NHM Assam shall not be responsible for any postal delay.

National Health Mission, Assam has decided to establish Internet Connectivity at the Office of the Mission Director, National Health Mission, Assam through Broadband/ Leased Line/Radio Frequency.

The main objective is to establish Internet Connectivity of the Web Server installed at the Office of the Mission Director, National Health Mission, Assam. It will also be used for Internet Connectivity at the Office of the Mission Director, National Health Mission, Assam.

# Tender for Establishment of Internet Connectivity

---

## 1. General Conditions

- a) The bid document may be obtained from Office of the Mission Director, National Health Mission, Assam on payment of bid document fee of **Rs. 2,000/- (Rupees two thousand only)** by DD in favour of **State Health Society, Assam** or can be downloaded from the official website- [www.nrhmassam.in](http://www.nrhmassam.in). The bidder downloading the bid document from the website is required to deposit Rs 2000/- (non-refundable) as tender document fee, in the form of Demand Draft in favour of “State Health Society, Assam” payable at Guwahati while submitting the bid. Tenders without the fee Rs. 2,000/- will not be accepted.
- b) All bids must be accompanied by Earnest Money Deposit (EMD) as specified in the relevant clause of the bid document.
- c) Bids will be opened in the presence of bidders or their authorized representatives on the specified date and time as stipulated in the bid document.
- d) At any time prior to the date of submission of bid, the Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by an amendment. All prospective bidders who have received the bid document will be notified of the amendment and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, the Tender Inviting Authority may at its discretion, extend the date and time for submission of bids.
- e) Interested eligible bidders, if they so desire, may obtain further information from the office of the Tender Inviting Authority.
- f) In case any of the document/information(s) furnished by a bidder are found to be false/forged, such proposal will be rejected and will not be considered for further process. Excuses like typographic error will not be entertained.
- g) In case any of the document/information(s) furnished by a bidder are found to be false/forged, such bidder shall be kept on holiday or blacklisted apart from other penal actions as deemed fit by NRHM.
- h) The Tender Document is not transferable.
- i) The proposal document shall be signed by the proposer in all the pages with official seal.
- j) NHM, Assam will release payment on the basis of all accounts of quantities of work and bill submitted by the vendor. Representative of NHM Assam will verify necessary details with outcomes as per normal expectations and terms and conditions of the Tender Document.

## Tender for Establishment of Internet Connectivity

---

- k) The Vendor shall warrant that the material supplied for the work should be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications.
- l) The successful bidder shall have to agree to a service level of 99% or higher uptime and sign an agreement for the same (SLA). Certificate of at least 99% uptime of each location should be enclosed along with bill for payment.
- m) In case of consortium, bidder must provide relevant details of all parties forming the consortium. All the licensing requirements should be fulfilled by the prime bidder. The prime bidder shall be responsible for billing on its own behalf and on behalf of consortium partners.
- n) NHM, Assam will not bear any expenses for conducting feasibility study in the location. Bidder has to do the feasibility study at their own cost.
- o) Initially the contract will be awarded for one year. It may be extended / renewed on yearly basis based on performance.**
- p) Unsealed Bid will not be accepted. It should be ensured that all envelopes (Main Envelope, sub envelope containing Technical Bid and sub envelope containing Price Bid) are properly sealed.**
- q) Interested eligible bidders, if they so desire, may obtain further information from the Office of the Authority inviting Tender.

### **2. Deliverables:**

- a) The selected vendor will have to establish Dedicated and Quality Bandwidth of **10 Mbps (1:1)** which can be connected to multiple or unlimited computers with fast and unlimited upload and download facility. The connectivity to be established at the Office of the Mission Director, National Health Mission, Assam **within 30 days** from the date of issue of work order.
- b) Uninterrupted Internet Service must be provided.
- c) Must provide minimum 6 numbers of Free Public IPs.
- d) Firewall or UTM need to be provided by the vendor which should be included in the bandwidth cost. Maintenance of the equipment will be done by the vendor free of cost.

## Tender for Establishment of Internet Connectivity

---

- e) All necessary hardware/ equipments need to be provided by the vendor for the connection. Maintenance of such equipments will also be done by the vendor.
- f) The selected vendor should provide a contact number for attending complaints which should be available on 24 X 7.
- g) The selected vendor will do all liaisoning & co-ordination job, if any required, and will be a single point of contact for all the link-related issues.
- h) 99% or higher uptime must be provided.
- i) Online Monitoring tool should be provided for monitoring the usage of bandwidth.
- j) In case of any link failure or any other network related issues NHM will lodge a complaint which should be attended immediately.
- k) In any case time to resolve the issue should not exceed 1 hour from time of call log. Penalty will be imposed in case the issue is not sorted out within one hour. **For link failure beyond 1 hour of call log, penalty @1% of the monthly cost will be imposed per hour calculating the total link failure time.**
- l) Payment will be release on quarterly basis after submission of the bill in triplicate. Day wise uptime / downtime report along with bandwidth usage must be provided along with the bill.
- m) The vendor will have to ensure preventive maintenance of the connectivity and equipments on fortnightly basis.

### 3. Pre-qualification criterion and Documents to be submitted:

Bidder/ all consortium partners will have to provide the following particulars and should meet the following criterion:

SI	Pre-qualification criterion for the Bidder	Documents to be submitted
1	<ul style="list-style-type: none"> <li>• Should be registered body under the Company Registration Act/Indian Societies Registration Act or their state counterparts with at least 3 years of experience in Internet Services.</li> <li>• The Service Provider must have</li> </ul>	<ul style="list-style-type: none"> <li>• Detail of the organization (including Name, Complete Address, Phone No, Contact Person, Email ID, Brief Description of the organization, etc) should be provided as per <b>Annexure B</b>.</li> <li>• Self Attested copy of the registration certificate.</li> <li>• Self Attested copy of the TRAI Registration</li> </ul>

## Tender for Establishment of Internet Connectivity

SI	Pre-qualification criterion for the Bidder	Documents to be submitted
	<p>completed minimum 3 Years of continuous Operation in Assam.</p> <ul style="list-style-type: none"> <li>The Service Provider should be registered under TRAI.</li> </ul>	<p>Certificate.</p> <ul style="list-style-type: none"> <li>Self Attested copy of the valid Service Tax Registration certificate</li> <li>Self Attested copy of the Up-to-date Trade license</li> <li>Income Tax PAN Card No (Photocopy of the PAN Card need to be submitted).</li> <li>Self Certificate regarding date of operation of Telecommunication Service (Internet Service) in Assam</li> <li>Year wise breakup of Number of Customers should be included</li> </ul>
2	Average Annual Turnover of the Bidder during last three financial years shall not be less than 10 Lakhs.	<ul style="list-style-type: none"> <li>Annual Turnover of last 3 years (year wise break up need to be provided) as per <b>Annexure C</b></li> </ul>
3	The bidder should not have been blacklisted by any government organization.	<ul style="list-style-type: none"> <li>Self-declaration certificate regarding the matter that the organization is not blacklisted by any Government Organization.</li> <li>Should submit a self declaration for not being under legal action for corrupt or fraudulent practices.</li> </ul>
4	Other Documents (to be submitted by the bidder along with the proposal)	<ul style="list-style-type: none"> <li>Non refundable court fee stamp of Rs.8.25 (Rupees eight &amp; paisa twenty five) only.</li> <li>Bids must be accompanied by Earnest Money Deposit (EMD) in the form of Demand Draft/ Bankers Cheque in favour of <b>State Health Society, Assam</b>. EMD submitted in any other form or bids without EMD shall not be entertained. <b>The amount of EMD shall be Rs. 20,000/-</b> (Rupees Twenty thousand only). The</li> </ul>

## Tender for Establishment of Internet Connectivity

SI	Pre-qualification criterion for the Bidder	Documents to be submitted
		<p>EMD of the successful bidder shall be retained till completion of the bidding process but shall not carry any interest. If the successful bidder fails to execute the agreement within the specified time, or withdraws his bid within the validity of the bid, the EMD shall be forfeited. The EMD of the unsuccessful bidders will be returned after the finalization of the bid.</p> <ul style="list-style-type: none"><li>• Undertaking as per <b>Annexure –A</b>.</li><li>• Technical document/ broacher, etc supporting the technology proposed should be provided along with the proposal.</li><li>• <b>The proposal document shall be signed by the proposer in all the pages with official seal.</b></li><li>• Value added services that will be included free of cost along with the Connectivity</li><li>• Any other information, which may be useful in the process of evaluation</li></ul>

#### 4. **Technical Bid: Cover – A**

All the documents mentioned in “3. Pre-qualification criterion and Documents to be submitted” should be put in a separate sealed envelope and marked as “Technical Bid: Cover – A”.

The bidder shall put above documents in a **sealed cover** super scribed as "**TECHNICAL BID - COVER “A” - TENDER FOR ESTABLISHMENT OF INTERNET CONNECTIVITY**” and addressed to the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.



# Tender for Establishment of Internet Connectivity

---

## 5. PRICE BID - COVER "B"

The bidder shall put the duly signed Price Bid in a **sealed cover** Super scribed as **"PRICE BID COVER "B" - TENDER FOR ESTABLISHMENT OF INTERNET CONNECTIVITY"** and addressed to the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.

- Signature and Seal on each page

Each page of the price bid should be duly signed by the bidder affixing the office seal.

- Rates quoted

The bidder shall submit the Price Bid (Cover – B) in the format as mentioned below. The rates quoted shall be inclusive of all taxes and any other charges. The component of Tax should also be shown separately.

**Price should be quoted as per format mentioned below only in the official letter head only.**

Prices to be quoted on FOR DESTINATION basis showing Basic Price and Tax/VAT separately in the Price Bid. The quoted price shall also be inclusive of cost of supply, installation and commissioning of the equipments at the Destination.

# Tender for Establishment of Internet Connectivity

(To be submitted in official letter head)						
<b><u>Price Bid</u></b> <b><u>Tender for Establishment of Internet Connectivity</u></b>						
Tender Reference No:						
Name of the Bidder:						
Sl	Name of the Item	Basic Price for 1 Year (Rs.)	Tax (%)	Tax Amount (Rs.)	Net Amount For 1 year (Rs.)	Remarks
1	10 Mbps (1:1) Internet connectivity with Public IP address					
<b>Total</b>						
<b>Note:</b> <ul style="list-style-type: none"><li>• Net amount for 1 year will be treated as the selection criteria for L1 bidder in the commercial bid evaluation.</li><li>• Conditional discount shall not be considered for price evaluation.</li><li>• Separate demand for CAPEX / Onetime cost shall not be entertained. It should be included in the price quoted in the price bid mentioned above.</li></ul>						
Signature of the Bidder (with office seal) Name: Designation: Contact No:						

# Tender for Establishment of Internet Connectivity

---

## 6. COVER FOR TECHNICAL BID & PRICE BID

The two separately sealed covers Technical Bid (Cover “A”) and Price Bid (Cover “B”) shall be placed together inside another cover which shall be sealed and super scribed as “**TENDER FOR ESTABLISHMENT OF INTERNET CONNECTIVITY**” and addressed to the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.

## 7. Selection Criteria

- In the first stage, the tenders will be evaluated with reference to various criteria of technical bid. Price bid of only technically qualified bidders will be opened. L1 bidder shall be selected based on the lowest net price for 1 year quoted by the technically qualified bidders.
- If the bidder don't offer minimum 6 numbers of free public IP address, then the bid shall not be accepted.
- Conditional discounts shall not be taken into account for price comparison.
- Financial bids will be opened for technically qualified bidders only.
- Mission Director, NRHM, Assam reserves right to reject any bid without showing any reason.
- Selected vendor will have to sign a service level agreement after issue of the work order.

## 8. AGREEMENT:

The successful bidder shall execute an agreement on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the bidder) within 10 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted or within 10 days from the date of issue of purchase order

## 9. SECURITY DEPOSIT

The successful bidder, within 10 days of signing of the agreement, shall be required to submit Security Deposit of 5% of the order value in the form of Bank Guarantee (BG) from any Indian Scheduled-A Bank in favour of the Tender Inviting Authority valid for a period of 1 year from the date of issue. However, if the bidder fails to execute the order or fails to perform the services as per

# Tender for Establishment of Internet Connectivity

---

agreement, in addition to other penal actions, the bank guarantee shall be encashed and the amount will be forfeited.

## **10. SUPPLY & Service CONDITIONS**

- Work Order

Work order shall be placed on the successful bidder at the discretion of the Tender Inviting Authority.

- Specifications and Quality

The items supplied by the successful bidder shall be of the best quality and shall comply with specifications, stipulations and conditions specified

- Delivery Period

The establishment of Internet connectivity should be completed within 30 days from the issue of the order.

- Penalty for Delayed Delivery

- In case there is delay in establishment of Internet Connectivity beyond 30 days, there shall be reduction in price @ 0.5% of the value of the order per week of delay or part thereof subject to a maximum of 5% of the total order value.
- Once the maximum price reduction is reached, termination of the contract may be considered. Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of Security Deposit and other penal actions.

## **11. FORCE MAJEURE**

The above conditions of delivery period, price reduction & termination etc. are subject to force majeure conditions which are beyond the control of the supplier, do not involve fault or negligence of the supplier and are not anticipated. Such events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, earthquakes, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the bidder the time period of supply may be extended by the Tender Inviting Authority at his discretion for such period as may be considered reasonable. However, the condition shall not include scarcity

# Tender for Establishment of Internet Connectivity

---

of raw materials, power cut, labour dispute, failure of sub-vendor and increase in cost of raw material.

## 12. PAYMENT PROVISIONS

- No advance payments will be made to the successful bidder.
- Payments towards the supply of the product will be made strictly as per rules of the Tender Inviting Authority.
- Payments will be made on quarterly basis after completion of the quarter. Bill in triplicate along with the following documents should be submitted for release of the payment
  - Day wise uptime/ downtime report
  - Day wise bandwidth utilization report
  - Commissioning & Installation Report (along with the 1<sup>st</sup> Invoice)
- Without Agreement and Security deposit in the form of Bank Guarantee payment shall not be released.
- If at any time during the period of contract, the price of tendered items is reduced or brought down by any Law or Act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform Tender Inviting Authority immediately about such reduction in the contracted prices. Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree to such reduction in rates.
- In case of any enhancement in excise duty / service tax due to notification of the Government after the date of submission of bids and during the validity period of contract, the quantum of additional excise duty/ service tax so levied will be allowed to be charged extra as a separate item without any change in price structure under the tender. For claiming the additional cost on account of the increase in excise duty/ service tax, the bidder should produce a letter from the concerned Authority confirming payment of additional tax on the items to the Tender Inviting Authority and also must claim the same in the invoice separately.
- If the supply is received in damaged condition it shall not be accepted.

# Tender for Establishment of Internet Connectivity

---

## 13. **ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD**

Failure of the successful bidder to comply with the requirements of signing of agreement and / or submission of security deposit within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/EMD. Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluated technically qualified bidder or go for a fresh bid depending on the circumstance. In case it is decided to go for the next lowest bidder, negotiation may be considered to bring down their price nearer to the originally evaluated lowest bid.

## 14. **ARBITRATION**

Any dispute whatsoever in any way arising out of or relating to the contract shall be referred to arbitration of the Mission Director, National Rural Health Mission, Assam or to the sole arbitration of some person nominated by him. There shall be no objection if the arbitrator so appointed happens to be an employee of National Rural Health Mission, Assam. The award of the arbitrator shall be final, conclusive and binding on all parties.

## 15. **LAWS GOVERNING THE CONTRACT & JURISDICTION**

The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender such dispute would be subject to the jurisdiction of the Court within the city of Guwahati only.

**Technical Bid: Cover – A” and “Price Bid: Cover- B” should be put in two separate sealed envelopes and they should be put in a bigger sealed envelope. On the top of which, it should be written as “Tender for Establishment of Internet Connectivity”.**

The proposal may be submitted to:

**The Mission Director  
National Rural Health Mission, Assam  
Saikia Commercial Complex  
G. S. Road, Christianbasti  
Guwahati – 781005, Assam**

Incomplete application form or application submitted by organizations that do not fulfill eligible criteria will be rejected.

-sd/-  
**Mission Director  
NHM, Assam**

# Tender for Establishment of Internet Connectivity

---

## Annexure –A

### UNDERTAKING

To

Mission Director,  
National Health Mission, Assam

Tender No. \_\_\_\_\_

For \_\_\_\_\_

Sir,

- I, Shri \_\_\_\_\_, on behalf of M/s \_\_\_\_\_ having registered office at \_\_\_\_\_ and branch office at-----, do hereby declare that I have gone through the terms and conditions mentioned for the above and undertake to comply with all tender terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of two year from the date of award of contract to us.
- We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited by us.
- The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.
- We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.

## Tender for Establishment of Internet Connectivity

---

- We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us at the moment.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :



# Tender for Establishment of Internet Connectivity

---

## Annexure B Information of the Bidder

<b>1</b>	<b>Name of the Bidder</b>	
<b>2</b>	<b>Registration No and Valid Up to</b>	
	<b>TRAI Registration No and valid up to</b>	
<b>3</b>	<b>Address of the Registered Office</b>	
	<b>Phone No:</b>	
	<b>Fax No:</b>	
	<b>Official Email ID:</b>	
<b>4</b>	<b>Year of Establishment</b>	
<b>5</b>	<b>Type of Organization (Govt. Undertaking/ Corporation/ Public Limited/ Private Limited)</b>	
<b>6</b>	<b>Name &amp; Designation of the Authorized Signatory</b>	
<b>7</b>	<b>Contact Person</b>	
	<b>Name:</b>	
	<b>Designation:</b>	
	<b>Phone No:</b>	
	<b>Fax No:</b>	
	<b>Mobile No:</b>	
	<b>Email ID:</b>	
<b>5</b>	<b>Website</b>	
<b>6</b>	<b>Address of Guwahati/ Assam Office</b>	
<b>7</b>	<b>Contact Person of Guwahati, Assam Office</b>	
	<b>Name:</b>	
	<b>Designation:</b>	
	<b>Phone No:</b>	
	<b>Fax No:</b>	
	<b>Mobile No:</b>	
	<b>Email ID:</b>	
<b>8</b>	<b>Date of Operational of Telecommunication Service in India</b>	
<b>9</b>	<b>Date of Operational of Telecommunication Service in Assam</b>	
<b>10</b>	<b>Brief Description of the organization</b>	

# Tender for Establishment of Internet Connectivity

---

## Annexure C

### Annual Turnover Statement

The Annual Turnover of M/s \_\_\_\_\_ for the past five years and concurrent commitment for the current financial year are given below and certified that the statement is true and correct.

---

SI	Year	Turnover (Rs. In Lakh)
1	2012-13	
2	2013-14	
3	2014-15	
<b>Total</b>		
<b>Average turnover per annum</b>		

Date :

Signature of Auditor/

Chartered Accountant

Seal :

(Name in Capital)

# Tender for Establishment of Internet Connectivity

---

## ANNEXURE-D

### AGREED TERMS & CONDITIONS

Tender No. & Date \_\_\_\_\_

- **Details of Bidder**

Bidder Name:

Offer Ref:

Contact Person:

Telephone No:

Signature:

Fax No:

E-mail:

- **Definitions**

- “Purchaser” means the Mission Director, National Rural Health Mission, Assam or his authorized representative.
- “Bidder” means a person or firm or company who has made an offer for supply of goods and /or service as per tender.
- “Vendor” or “Supplier” means a person or firm or company, to whom the order is addressed for supply of goods and /or services.
- “Site” means the premises of the purchaser or any other place as decided by the Purchaser.

**NOTE: The questionnaire below must be duly filled in and should be enclosed with un-priced Technical Bid, (Cover A). Clauses confirmed here under should not be repeated. All commercial terms and conditions should be indicated in this format. If necessary, details including deviations to the terms and conditions of the bid document, if any, should be enclosed as annexure to this questionnaire.**

## Tender for Establishment of Internet Connectivity

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
	<b>C. Technical</b>	
1.	Confirm acceptance of the Deliverables as per Tender Document.	
2.	In case of deviations, confirm that the same have been highlighted separately.	
3.	Confirm that literature and technical data, wherever applicable, have been enclosed.	
4.	Confirm that all certificates/ documents furnished and Court Fee stamp affixed.	
5.	Confirm that EMD and Tender Document Fee enclosed	
6.	Confirm that Minimum 6 numbers of free Static IP Address shall be provided	
	<b>D. Commercial</b>	
1.	It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	
2.	Confirm that the quoted landed price is inclusive of all cost and also inclusive of all taxes/duties and any other incidental charge.	
3.	Confirm furnishing of price break-up of each item showing basic price and Tax/VAT as % age of basic price to arrive at landed price in D2 above.	
4.	It is noted that the statutory variations in taxes and duties within the contractual delivery period shall be borne by the purchaser.	
5.	If clause 4 above is not acceptable, advice maximum possible rate of additional ED chargeable; this shall be loaded to your price.	

## Tender for Establishment of Internet Connectivity

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
6.	Confirm that in case any new or additional duties and taxes are imposed after the contractual delivery date due to delays attributable to the supplier the same shall be borne by the supplier. This will be in addition to Price Reduction for Delay in Delivery.	
7.	Confirm acceptance of Price Reduction Schedule for delay in establishment of Internet Connectivity beyond 30 days, there shall be reduction in price @ 0.5% of the value of the order per week of delay or part thereof subject to a maximum of 5% of the total order value.	
8.	Confirm acceptance of Delivery Period as indicated in the tender document.	
9.	Confirm acceptance of relevant payment terms specified in the tender document.	
10.	It is noted that delivery period, price reduction, termination etc are subject to Force Majeure Condition as stipulated in the tender document.	
11.	Confirm that the quoted prices shall remain firm & fixed till complete execution of the order.	
12.	Confirm acceptance of Part Order.	
13.	Confirm acceptance of Repeat order within 24 months from the date of initial order at same price and terms & conditions.	
14.	It is noted that the purchaser would disown any responsibility / liability towards irregularity, contravention or infringement of any statutory regulations including those of patent, on manufacture or supply of goods covered by the order.	
15.	Terms & Conditions indicated in this format shall not be repeated in the bid. Terms & Conditions indicated	

## Tender for Establishment of Internet Connectivity

---

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
	elsewhere and contradicting those in this format shall be ignored. Confirm compliance.	
16.	Confirm that you shall observe the highest standard of ethics during bidding and in case favoured with an order, the execution of the order will be completed, without resorting to any fraud, corruption and/or coercion.	
17.	Confirm that the offer shall be valid for a period of 90 days from the date of bid opening.	

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM

# Tender for Establishment of Internet Connectivity

---

## Annexure – E Agreement Format

This agreement is made on this ..... day of ..... 2015

Between

**The Mission Director, National Health Mission (NHM), Assam**, having his office at Saikia Commercial Complex, G. S. Road, Christianbasti, Guwahati - 781005 hereinafter referred to as **“First Party”**.

**And**

**M/S** ..... is a company registered under ..... and having its office at ..... hereinafter referred to as **“Second Party”** (which terms included their authorized representatives, successors, assignees, executors and administrators)

The objective of the agreement is to provide uninterrupted, high speed internet service and continuous and quality customer support service from Second Party at the Office of the First Party.

The parties hereby agree on the following deliverables:

1. The responsibility of Second Party shall provide uninterrupted and high speed internet service at the Office of the First Party (in the Office of the Mission Director, National Rural Health Mission, Assam, Saikia Commercial Complex, G. S. Road, Christianbasti, Guwahati - 781005).

2. **Delivery, Implementation site & Billing Address**

Office of the Mission Director  
National Rural Health Mission, Assam  
Saikia Commercial Complex  
G.S. Road, Christianbasti, Guwahati - 781005

## Tender for Establishment of Internet Connectivity

---

3. The Second Party agrees to provide the following facilities to the First Party
- a. Establish Dedicated and Quality Bandwidth of **10 Mbps (1:1)** which can be connected to multiple or unlimited computers with fast and unlimited upload and download facility. The connectivity to be established at the Office of the Mission Director, National Health Mission, Assam **within 30 days** from the date of issue of work order.
  - b. Uninterrupted Internet Service must be provided.
  - c. Must provide minimum 6 numbers of Free Public IPs.
  - d. Firewall or UTM need to be provided the vendor which should be included in the bandwidth cost. Maintenance of the equipment will be done by the vendor free of cost.
  - e. All necessary hardware/ equipments need to be provided by the vendor for the connection. Maintenance of such equipments will also be done by the vendor.
  - f. The selected vendor should provide a contact number for attending complaints which should be available on 24 X 7 X 365.
  - g. The selected vendor will do all liaisoning & co-ordination job, if any required, and will be a single point of contact for all the link-related issues.
  - h. 99% or higher uptime must be provided.
  - i. Online Monitoring tool should be provided for monitoring the usage of bandwidth.
  - j. In case of any link failure or any other network related issues NHM will lodge a complaint which should be attended immediately.
  - k. In any case time to resolve the issue should not exceed 1 hour from time of call log. Penalty will be imposed in case the issue is not sorted out within one hour. **For link failure beyond 1 hour of call log, penalty @1% of the monthly cost will be imposed per hour calculating the total link failure time.**
  - l. Payment will be release on quarterly basis after submission of the bill in triplicate. Day wise uptime / downtime report along with bandwidth usage must be provided along with the bill.
  - m. The vendor will have to ensure preventive maintenance of the connectivity and equipments on fortnightly basis.



## Tender for Establishment of Internet Connectivity

---

4. **Confidentiality:** The Second Party shall keep all the data and facts of First Party confidential and secret and not disclose any confidential information furnished by the First Party (NRHM) to outsiders/ Third Party.
5. **The contract is valid for 1 year from ..... To .....** . However, the contract may be extended for another 1 year on satisfactory performance and mutual consent of both the parties. In case of termination of service, three months notice will be issued by both the parties.
6. **SECURITY DEPOSIT:** Within 10 days of signing of the agreement, the Second Party agrees to submit Security Deposit of 5% of the order value in the form of Bank Guarantee (BG) from any Indian Scheduled-A Bank in favour of "State Health Society, Assam" valid for a period of 1 year from the date of issue. However, if the Second Party fails to execute the order or fails to perform the services as per agreement, in addition to other penal actions, the bank guarantee shall be encashed and the amount will be forfeited.
7. **SUPPLY & SERVICE CONDITIONS:** The Second Party agrees to supply the best quality and shall comply with specifications, stipulations and conditions specified. The Second Party also agrees to establish the Internet connectivity within 30 days from the issue of the order.
8. **Penalty for Delayed Delivery**
  - a. In case there is delay in establishment of Internet Connectivity beyond 30 days, there shall be reduction in price @ 0.5% of the value of the order per week of delay or part thereof subject to a maximum of 5% of the total order value.
  - b. Once the maximum price reduction is reached, termination of the contract may be considered. Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of Security Deposit and other penal actions.
9. **FORCE MAJEURE:** The above conditions of delivery period, price reduction & termination etc. are subject to force majeure conditions which are beyond the control of the supplier, do not involve fault or negligence of the supplier and are not anticipated. Such events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, earthquakes, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the bidder the time period of supply may be extended by the Tender Inviting Authority at his discretion for such period as may be considered reasonable. However, the condition shall not include scarcity of raw materials, power cut, labour dispute, failure of sub-vendor and increase in cost of raw material.

# Tender for Establishment of Internet Connectivity

---

## 10. PAYMENT PROVISIONS

- a. No advance payments will be made to the Second Party.
- b. Payments towards the supply of the product will be made strictly as per rules of the First Party.
- c. First Party agrees to release the payment on quarterly basis after completion of the quarter. The Second Party should submit the Bill in triplicate along with the following documents for release of the payment
  - i. Day wise uptime/ downtime report
  - ii. Day wise bandwidth utilization report
  - iii. Commissioning & Installation Report (along with the 1<sup>st</sup> Invoice)
- d. Without Agreement and Security deposit in the form of Bank Guarantee payment shall not be released.
- e. If at any time during the period of contract, the price of tendered items is reduced or brought down by any Law or Act of the Central or State Government or by the bidder himself, the Second Party shall be bound to inform First Party immediately about such reduction in the contracted prices. First Party is empowered to unilaterally effect such reduction as is necessary in rates in case the Second Party fails to notify or fails to agree to such reduction in rates.
- f. In case of any enhancement in excise duty / service tax due to notification of the Government after the date of submission of bids and during the validity period of contract, the quantum of additional excise duty/ service tax so levied will be allowed to be charged extra as a separate item without any change in price structure under the tender. For claiming the additional cost on account of the increase in excise duty/ service tax, the Second Party should produce a letter from the concerned Authority confirming payment of additional tax on the items to the First Party and also must claim the same in the invoice separately.
- g. If the supply is received in damaged condition it shall not be accepted.

## 11. ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD

Failure of the successful bidder to comply with the requirements of signing of agreement and / or submission of security deposit within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/EMD. Under such a situation, the proposal may be reviewed for award of the contract on the next lowest

# Tender for Establishment of Internet Connectivity

---

evaluated technically qualified bidder or go for a fresh bid depending on the circumstance. In case it is decided to go for the next lowest bidder, negotiation may be considered to bring down their price nearer to the originally evaluated lowest bid.

## 12. **ARBITRATION**

Any dispute whatsoever in any way arising out of or relating to the contract shall be referred to arbitration of the Mission Director, National Rural Health Mission, Assam or to the sole arbitration of some person nominated by him. There shall be no objection if the arbitrator so appointed happens to be an employee of National Rural Health Mission, Assam. The award of the arbitrator shall be final, conclusive and binding on all parties.

## 13. **LAWS GOVERNING THE CONTRACT & JURISDICTION**

The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender such dispute would be subject to the jurisdiction of the Court within the city of Guwahati only.

<u>First Party</u>	<u>Second Party</u>
<b>SIGNED by</b>  <b>Designation:</b> <b>Mission Director,</b> <b>National Rural Health Mission, Assam</b> <b>Date:</b>	<b>SIGNED by</b> .....  <b>Designation</b> .....  <b>Date:</b>
<b>Witnesses:</b> <b>1.</b> <b>2.</b>	<b>Witnesses:</b> <b>1.</b> <b>2.</b>

===xxx===