

**Limited Tender  
for  
Internet Lease Lines (200 Mbps) – 2 nos.  
2020**



**National Board of Examinations  
Ansari Nagar, Medical Enclave  
New Delhi-110029  
([www.natboard.edu.in](http://www.natboard.edu.in))**

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## **National Board of Examinations**

(Autonomous body of Ministry of Health & Family Welfare, Govt. of India)  
NAMS Building, Medical Enclave, Ansari Nagar  
New Delhi - 110029

No.: NBE/Admin/Tender/ILL/2020

dated 20<sup>th</sup> May, 2020

### **Invitation for Limited Tender Bids for Internet Lease Lines - 2 nos.**

The National Board of Examinations (NBE) is an autonomous body of Ministry of Health and Family Welfare (MOHFW), Govt. of India, entrusted with the task of conducting uniform and high standard exams at Post Graduation level in the field of Modern Medicine. All entrance tests for admission to Medical courses, with the exception of NEET (UG) are being conducted by the NBE. Additionally, the NBE conducts three-year Post Graduation level course namely the Diplomate of National Board (DNB) and a two years Fellowship Courses.

2. NBE intends to engage a panel of two reputed Internet Service Provider (ISP) having adequate experience in providing High Speed Internet Lease Line Services to Government / MNCs / Bank clients. Internet Lease Lines No. 1 and No. 2, are required for the day-to-day office Communication, access to Internet, Web Services, CCTV network, Live streaming etc., The Media shall be Fibre Optic and capable of providing Bandwidth of 500 Mbps and more.

3. Initially, the Contract for Internet Lease Lines No. 1 shall be awarded to the successful bidder. Thereafter, subject to the L2 Bidder matching the lowest bid of the successful bidder, the L2 bidder shall be awarded the 'Contact' for the Internet Leased Line No. 2;

4. NBE invites Limited Tender Bids under two bid system (Technical & Financial) from the eligible reputed firms for proving NBE the services of 200 Mbps (1:1) Internet Lease Line.

| <b>Crucial Dates:</b>               |                                       |
|-------------------------------------|---------------------------------------|
| Published Date                      | <b>21<sup>st</sup> May 2020</b>       |
| Bid Submission Start Date           | <b>21<sup>st</sup> May 2020</b>       |
| Bid Submission End Date and Time    | <b>12<sup>th</sup> June 2020 12pm</b> |
| Technical Bid Opening Date and Time | <b>12<sup>th</sup> June 2020 4pm</b>  |
| Financial Bid Opening Date and Time | <b>17<sup>th</sup> June 2020 4pm</b>  |
| Date for Commencement of Services   | <b>1<sup>st</sup> July 2020</b>       |

## **A. Scope of Work /Services**

- a. Provisioning and commissioning of Internet Leased Line No. 1 at the office of NBE:

National Board of Examinations,  
PSP Area, Opposite Dwarka Courts,  
Sector-9, Dwarka, New Delhi – 110075

- b. Provisioning and commissioning of Internet Leased Line No. 2 at the office of NBE:

National Board of Examinations,  
PSP Area, Opposite Dwarka Courts,  
Sector-9, Dwarka, New Delhi – 110075

- c. The Bidders should be capable of providing 200 Mbps each, Uncompressed and Unshared 1:1 dedicated Internet Leased Line;

- d. Local loop has to be through Fibre Cable. The media to the campus should be on a 'Ring' to provide redundancy.

- e. The ISPs shall separately install all the requisite latest, licensed Hardware and Software, and any other relevant Fibre-optic equipment to provide sustained Internet bandwidth to NBE. This includes setting up of 'Last mile connectivity', and laying of Fibre optic cables upto NBE's Server Room.

- f. Bidders should separately provide all necessary Tools, Utilities and Management applications to monitor the Speed and quality of the ILL. Proper Network redundancy is to be provided in the respective Lease Lines.

- g. Bidders will provide a block of minimum 5 Public IP's each to enable NBE to use the same for web servers, mailing solution etc.

- h. Uptime: The service providers have to provide 99.5% uptime per quarter for the connectivity. Uptime Calculation:

|                                     |   |                                                             |
|-------------------------------------|---|-------------------------------------------------------------|
| Calculation of percentage of Uptime | = | (Service availability in hours / Total service hours) X 100 |
| Total service hours                 | = | Uptime hours + Downtime hours*                              |

\*Due to maintenance or issues pertaining to NBE & Force Majeure clause.

- i. Packet Losses: Less than 1 % (Average over 1000 ping) at any given point of time to any part of Country / ISP Internet gateway/globe.

- j. Each Service Provider shall provide separate Internet Leased Line services on 24 x 7 basis. Services/Repairs are to be attended by the respective ISP on Top Priority.

- k. Successful bidders should furnish Internet Bandwidth Utilization/ performance reports on a monthly basis. Bidders should also provide separate interface to NBE for monitoring utilization / performance reports on real time, weekly basis, daily and hourly.
- l. ISPs should be capable of providing, 'On-demand' Additional Bandwidth up to 500 Mbps each, at a short notice of 72 hours. Service Charges for such additional bandwidth shall be on 'Pro-rata' basis, for every 100 Mbps utilised;
- m. The duration of the contract shall be 3 years.
- n. The contract value of One Internet Leased Line is estimated to be approximately Rs 25,20,000/- (excluding GST).

Contd...

## **B. Eligibility Criteria**

- 1. Legally Valid Entity:** Bidder shall necessary be a legally valid entity either in the form of Registered Proprietor/Partnership/LLP/Private Limited/Limited Company. Self-attested copy of Registration Declaration of ownership of the firm/Incorporation of the Company/LLP to be enclosed.
- 2. Location:** Bidder should have its registered office/Branch Office/ Service Centre/ in Delhi-NCR and shall submit proof of the same.
- 3. Registrations:** Bidder should have PAN, GST, Self-attested copy of each registration / certificate is to be furnished along with the bid.
- 4. License:** The Bidder should also be registered under the relevant laws and possess a valid License issued by the Authority to provide services under this tender.
- 5. Average Annual Turnover:** Bidder should have a minimum Average Annual Turnover **greater than or equal to 30% of the estimated bid value**, specifically in the business of Internet Lease Line, during last 3 Financial Years. Copies of ITR, Balance Sheets, P&L Account or Certificate issued by a Chartered Accountant (CA) to be submitted.
- 6. Experience of Similar Work:** Bidder should have an experience of atleast 3 years in relevant field and must be providing such services to Govt. Sector/PSUs/ Reputed Companies, as mentioned under:
  - (a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost, or
  - (b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost, or
  - (c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.
- 7. Details of Clientele:** Full details of past and current clientele along with their Names and addresses, Value of Contract and supporting documents to be submitted along with the Technical Bid.
- 8.** Bidder should not have been blacklisted by any of the Government/PSU/Corporate organizations. An Undertaking in this regard must be submitted by the Bidder.
- 9.** Bids not satisfying the above eligibility criteria / not accompanied by the requisite documentary proofs shall be rejected on Technical grounds and shall not be considered further for evaluation of Bids.

## **C. General Terms and Conditions (GCC)**

### **I. Awarding of the Contact:**

1. Successful bidder (L1) shall be awarded a 'Notice of Award of Contract' for Internet Leased Line No. 1;
2. Subject to the L2 Bidder matching the lowest bid of the successful bidder, the L2 bidder shall be awarded the 'Notice of Award of Contract' for the second Internet Leased Line No. 2;
3. Bidders will be required to submit the acceptance of the 'Notice of Award of Contract' in respect of the Internet Leased Line Contract awarded to them.
4. Successful bidders will return one copy of the 'Notice of Award of Contract' to NBE duly acknowledged, accepted and signed by the Authorized Signatory, within three (3) days of receipt of the same.
5. Successful Bidders shall have to separately enter into an Agreement on the prescribed form on a non-judicial Stamp Paper of Rs. 100/- and furnish a Performance Security/Security Deposit of requisite amount within 7 days from the date of issuance of 'Notice of Award of Contract'. In case of failure to do so, the NBE shall have right to terminate the arrangement and forfeit the Earnest Money Deposit.

### **II. Performance Security / Security Deposit**

1. Successful Bidders who are awarded the contract, shall have to individually deposit a **Performance Security @ 10%** of the total value of the contract in the form of Demand Draft/Bank Guarantee/Fixed Deposit from any Scheduled Commercial Bank drawn in favour of '**National Board of Examinations, New Delhi**' covering the period of contract and **60** days beyond the date of completion.
2. In case the contract is extended, the Performance Security/ Security Deposit will have to be extended accordingly by the respective Bidder.
3. All incidental charges such as premiums, commission etc. in respect of Performance Security shall be borne by the bidders.
4. Not depositing Performance Security within the stipulated time shall render the contract invalid and may also lead to forfeiture of EMD, at the discretion of NBE. No interest shall be paid on the Performance Security / Security Deposit.

5. If the successful bidders withdraws after the Award of Contract, or violates any of the clauses of the contract, the Performance Security along with Earnest Money would be liable to be forfeited and the Bidder shall be debarred from further tendering at the discretion of the competent authority in NBE.
6. On successful completion of the contract period, the Performance Security / Security Deposit shall be returned to the Bidder, subject to there being no claims pending.

### **III. Modification in Scope of Work**

NBE may, at any time, during the period of the contract may increase/decrease the scope of work, without creating any liability of NBE for compensation on any grounds, whatsoever due to this change. In such a case, the Bidder shall perform the service in the increased/decreased quantity at the same contracted rates on prorate basis, within the time stipulated.

### **IV. Subletting of the Contract**

No part of the Contract shall be sub-let or assigned to any third party without the prior written permission of NBE nor shall any transfer be made by power of attorney authorizing others to receive payments on behalf of the Bidder. Such consent even if provided shall not relieve the Bidder from any liability or any obligation under the contract.

### **V. Confidentiality**

1. The Bidder shall take all precautions not to disclose, divulge and/or disseminate to any third party any confidential information, proprietary information of the NBE or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or information of the NBE. The obligation is not limited to any scope and the Bidder shall be held responsible in case of breach of the confidentiality of NBE's information.
2. If the Bidder receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Bidder to NBE immediately on receipt of such queries.



## **VI. Payment Procedure**

Payment for Internet Leased Line services shall be made on a quarterly basis. On the completion of each quarter, the bidder shall submit a pre-receipted bill along with the supporting documents. TDS at applicable rates will be deducted as per norms.

## **VII. Statutory and Other Obligations**

1. The bidder shall comply with the provisions of all statutes, ordinance, rules and regulations applicable to the services agreed to be provided pursuant to this tender document and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable.
2. The bidder shall abide by and comply with all the relevant laws and statutory requirements covered under various laws.

## **VIII. Relationship between parties**

1. In performing services under this tender, the bidder shall at all the times act as an independent Entity. Nothing contained in this tender document shall be construed to create any relationship of agency, partnership, association, joint venture or any such other relating. Bidder shall not act or attempt or represent itself as an agent of NBE. Neither the Bidder nor any of its directors, partners, members or personnel shall have right to bind NBE or any of NBE's employees, directors, officers or representative in any manner.
2. The personnel of the Bidder deployed under this contract, shall not be the employees of the NBE and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.

## **IX. Period of Bid Validity**

1. **Bids shall remain valid for 90 days** from the date of Bid Opening. Any Bid valid for a shorter period than the period specified shall be rejected as non-responsive.
2. In exceptional cases, NBE may seek extension of the bid validity period, where the process could not be completed for any reason.

**X. Contract Duration**

The contract shall be initially awarded for a period of **3 year**, extendable further on mutual consent of both the parties.

**XI. Service Provider's Obligations:**

1. 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.
2. The Service Provider shall be responsible for providing offered capacity to NBE, at all the time throughout for the contract period.
3. The successful bidder shall be responsible for commissioning and configuring of hardware and uplink of connectivity.
4. Maintenance support service (24 hours and 7 days a week) for Bandwidth and equipment should be provided.
5. Reports for performance, monitoring / usage to be submitted by the service provider on quarterly basis along with invoices.
6. Service provider shall be completely responsible for providing comprehensive support to the customer during the entire period of service contract and extension period, if any.
7. The Service provider should provide a 24 x 7 complaint resolution service.
8. The Service provider has to provide Onsite support as and when required.
9. The Bidder has to mention the Escalation procedure and matrix available for Service complaints.
10. The Service Provider will be responsible for deployment of access network for providing last mile (local loop).
11. The successful Bidder should have executed similar project for bandwidth provisioning in Government or Private sector.

## XII. SLA / Penalty

Service Provider to adhere to the Service Level Agreement (SLA) and the following is the Target, and details of Penalties which may be imposed, In case the service levels cannot be achieved, the NBE shall invoke the performance related penalties. Payments to the Service Provider to be linked to the compliance with the SLA metrics.

| Service Level Objective : Availability of Services                                                                                                          |                                         |                                                     |            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------------------------------|------------|
| Definition                                                                                                                                                  | Target                                  | SLA Achievement                                     | Penalty*   |
| Availability means, the aggregate number of hours in a calendar month during which Services (Lease Line /Internet Lease Line) is actually available for use | Availability for Service Uptime >=99.5% | a) More than or upto 99.5% uptime                   | <b>0%</b>  |
|                                                                                                                                                             |                                         | b) Less than 99.50% and more than or equal to 98.5% | <b>1%</b>  |
|                                                                                                                                                             |                                         | c) Less than 98.5% and more than or equal to 97.00% | <b>3%</b>  |
|                                                                                                                                                             |                                         | d) Less than 97.0% and more than or equal to 95.0%  | <b>5%</b>  |
|                                                                                                                                                             |                                         | e) Less than 95.0% and more than or equal to 90.0%  | <b>7%</b>  |
|                                                                                                                                                             |                                         | f) Less than 90.0%                                  | <b>10%</b> |

\* Penalty in percentage of Monthly/Quarterly/Half-yearly/Yearly recurring Charges per link

## XIII. Termination

1. The Agreement under this tender can be terminated by the NBE, by giving One Month notice at any time without assigning any reason.
2. The bidder is also at liberty to terminate the contract by serving at least Three-month notice.
3. On termination of contract, the Bidder shall take necessary steps to withdraw services in a smooth and orderly manner without hampering NBE's operations.
4. The Contract may be terminated forthwith by the NBE by giving written notice to the Bidder, if:
  - (a) Bidder does not provide Services satisfactorily as per the requirements of NBE and/or as per Schedule of Requirements.
  - (b) Bidder goes bankrupt and becomes insolvent.

- (c) In case of breach of any of the Terms and Conditions of Contract, the Competent Authority in NBE shall have absolute rights to cancel Contract without assigning any reason thereof;
- (d) In such an event, nothing shall be payable to the Bidder and the Performance Security/Security Deposit made by the Bidder shall be Forfeited.

**XIV. Completion Certificate**

Completion Certificate shall be issued only after completion of contract, provided no dues are pending in all respects as per the terms & conditions of the tender and the contract has been completed to the entire satisfaction of the NBE.

**XV. Cancellation**

NBE may without prejudice to any other remedy for breach of terms and conditions of the Tender and the Contract (including forfeiture of Performance Security), send a written notice to the vendor to terminate the work / task in whole or in part as per the terms and conditions specified in the contract.

**XVI. Risk Clause**

NBE reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the work contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.

**XVII. Liquidated Damages**

1. Any losses sustained due to breach of contract/defaults/ deficiencies in services caused by the Service Provider will be recovered from the Bidder.
2. Quantum of liquidated damages assessed by the NBE shall be final.
3. The losses directly attributable to the Bidder shall be deducted from the bills /adjusted from the Performance Security.

**XVIII. Disclaimer**

Family Members of NBE Employees or their relatives are prohibited from participating in this bid.

**XIX. Jurisdiction**

1. All differences and disputes arising out of or in connection with the Agreement shall be settled by mutual discussions and negotiations.
2. If such disputes and differences cannot be settled and resolved by discussions and negotiations, then the same shall be referred to the Sole Arbitrator appointed by the Executive Director, NBE whose decision shall be final and binding on both the parties.
3. **Judicial jurisdiction** shall within New Delhi only.

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## **D. Instructions to the Bidder**

### **I. Tender Document**

1. Each Bidder, along with his Bid shall submit the Tender Documents duly signed and stamped on each page as his acceptance of the terms and conditions mentioned therein.
2. Bid shall remain valid for 90 days from the date of opening of the Technical Bid.

### **II. Clarification Requests by Bidder**

1. Although the details presented in this Tender Documents consisting of conditions of contract, scope of work and technical specifications have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.
2. Bidder shall examine the Tender documents thoroughly in all respect.
3. Any failure by Bidder to comply with the aforesaid requirements shall not absolve the Bidder from liability after subsequent award of contract from performing the work in accordance with the Tender Documents.

### **III. Amendment of Tender Document**

1. NBE may, for any reason whether at its own initiative or in response to the clarification requested by the prospective Bidder, issue amendment in the form of addendum during the Bidding period and subsequent to receiving the bids. Any addendum thus issued shall become part of bidding document and Bidder shall submit 'original' addendum duly signed and stamped in token of his acceptance.
2. For addendum issued during the Bidding period, Bidder shall consider the impact in his Bid. For addendum issued subsequent to receiving the Bids, Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price/revised price, if any.

#### **IV. Language of Bid & Correspondence:**

1. The Bid will be submitted by the Bidder in English language only.
2. All the documents relating to the Bid (including brochures) supplied by the bidder should also be in English. The correspondence between the Bidder & NBE will be in English language only.

#### **V. Earnest Money Deposit**

1. All Bids must be accompanied by Earnest Money for an amount of **Rs.75,000/-**(Rupees Seventy Five Thousand only) in the form of Demand Draft issued by any Scheduled / Nationalized Indian Bank, drawn in favour of '**National Board of Examinations**', payable at **New Delhi**.
2. All Micro & Small Enterprises (MSEs) are exempted from payment of Earnest Money, subject to their furnishing along with their offer, proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), like National Small Industries Corporation, etc.,
3. MSEs who are having Udyog Aadhar Memorandum shall also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order of 2012.
4. Unsuccessful bidder's EMD will be returned within 30 days from the date of placement of order to the successful bidder.
5. Successful bidder's EMD will be released subject to the submission of Performance Security of requisite amount.
6. The EMD shall be forfeited if the successful bidder withdraws after issuance of the 'Notice of Award of Contract' or fails to submit his acceptance / Performance Security / Security Deposit within the stipulated date.
7. No interest is payable on the EMD.

## **VI. Financial Bids**

The Bidder should quote 'Rates' for providing the said services, considering its Administrative expenses, all duties, taxes and other levies payable by the Bidder in the execution of the contract;

1. Rates are to be quoted in absolute Indian Rupees only (up to two decimals), both in figures as well as in words.
2. Bidder is mandatorily required to quote all services required by NBE. Conditional Bids and incomplete bids will be rejected.
3. Bidder is required to quote strictly as per prescribed format, based on description of work in the tender documents. In the event of any variation/modification in format/tender description is noticed, the bid will be liable to be rejected. In any case, bidder shall be presumed to have quoted against the description of work and the same shall be binding on the Bidder.
4. Taxes will be paid extra, as applicable.
5. Rates quoted by the bidder shall remain firm and fixed for the entire period of contract, unless stated otherwise.

## **VII. NBE's right to Accept or Reject a Bid**

1. NBE reserves the right to terminate this tender process at any time prior to signing of the contract with successful bidder without assigning any reason thereof and shall not be liable to any bidder/party in any manner either directly or indirectly.
2. NBE reserves the right to accept a Bid other than the lowest and to accept or reject any Bid in whole or part, or to annul the bidding process or to reject all Bids with or without notice or reasons. NBE shall bear no liability whatsoever consequent upon such decisions.
3. Conditional Bids shall be rejected.
4. NBE shall not be obliged to furnish any information / clarification / explanation to the unsuccessful Bidders as regards non acceptance of their Bids.
5. Except for refund of EMD to unsuccessful Bidders, NBE shall not correspond with the unsuccessful Bidders.



## VIII. Type of Tender and Submission of Bid

**Tender Type:** Limited, Single Stage Two Bid System (Two Envelope System) shall be followed by NBE to determine the successful bidder. The firm (bidder) should bifurcate their bids in two separate envelopes, (with appropriate superscriptions), and submit the same in one sealed envelope as indicated below:

- 1) **Envelope I:** The First Envelope, called the **Technical Bid**, should contain the DD towards EMD, the Eligibility/ Technical Details, Xerox copies of documents sought in the tender, Performance Aspects and Commercial Terms and Conditions (except Price/Quotation).
- 2) **Envelope II:** In the Second Envelope, called the **Financial Bid**, the bidder should submit their Price Quotation/Financial Details.
- 3) **Master Envelope:** Envelopes I and II should be sealed separately and shall be put inside an outer cover and super scribed as “**Limited Tender for 200 Mbps Internet Lease Line**”. The tenders must be addressed to the Executive Director, National Board of Examinations.
- 4) Interested bidders may submit their Sealed Bids by **12 noon of 12<sup>th</sup> June, 2020 (last date)**, in a tender box kept at following address:

National Board of Examinations,  
NAMS Building, Medical Enclave,  
Ansari Nagar, Mahatma Gandhi Marg,  
New Delhi – 110029

- 5) The Envelopes containing the **Technical Bid** shall be opened on the same day at 4 pm at the NBE office, Dwarka at the following address:

National Board of Examinations,  
(Opposite Dwarka Courts)  
PSP Area, Sector 9, Dwarka,  
New Delhi – 110075

- 6) Technical Bids shall be scrutinised and evaluated by NBE’s Technical Evaluation Committee with reference to the parameters prescribed in the tender documents, and responsive, eligible and technically compliant bidders shall be decided.

- 7) If required by the Tender Evaluation Committee, Technically Compliant bidders shall be asked to give a presentation for a maximum of 15 minutes each.
- 8) Thereafter, in the Second instance, **Financial Bids** of only Technically Compliant offers (as decided in the first instance above) shall be opened at NBE Dwarka Office at **4pm of the 17<sup>th</sup> June, 2020**, for further scrutiny, evaluation, ranking and placement of contract.
- 9) Unsigned or unstamped tender shall not be accepted.
- 10) The bidder shall attach the copy of the Authorization Letter / Power of Attorney as the proof of authorization for signing on behalf of Bidder.
- 11) The Financial Bids of Technically non-compliant bidders shall not BE opened and will be retained by NBE.
- 12) Any Bid received by NBE after the last date of submission of Bids shall be summarily rejected. NBE shall not be responsible for any postal delay or non-receipt / non-delivery / incomplete Bid documents. No further correspondence on this will be entertained.

#### **IX. Criteria for evaluation of Tenders:**

The evaluation of the Bids submitted shall be done in following two stages:

- 1) **Technical Evaluation:** The bids shall be opened in front of the bidders and technical evaluation shall be carried out to conform to tender requirements.
- 2) **Financial Evaluation**
  - (i) Only the Technically qualified bidders shall be invited during opening of Financial Bids and subsequently Financial Evaluation shall be carried out.
  - (ii) If there is any difference between Rates quoted in figures and words, the lowest among them shall be considered.
  - (iii) Initial evaluation / comparison will be done on the basis of Rates quoted in the Financial Bid.
  - (iv) The bidder, whose evaluated price is found to be lowest (L-1), shall be considered for placement of 'Notice of Award of Contract'.

**X. Clarification during Technical Bid Evaluation**

- 1) Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, NBE at its discretion, may ask any Bidder for clarification(s) of their Bid.
- 2) In the event, Bidder fails to provide clarifications sought by NBE, by Stipulated time asset in NBE's request for clarification, the Bid shall be decided based on documents available, without any further intimation to the Bidder.

**XI. Determination of Responsiveness**

- 1) Prior to Financial Evaluation of Bids, NBE shall determine whether each Bid is substantially responsive to the requirements of the Bidding document.
- 2) For the purpose of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions and specifications of the bidding document without material deviation or reservation.
- 3) A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the works or which limits in any substantial way, inconsistent with the Tender document, NBE's rights on Bidder's obligation.
- 4) If a Bid is not substantially responsive to the requirements of the Bidding documents, it may be rejected by NBE.
- 5) Conditional Bids shall be rejected without assigning any reason.

**XII. Unsolicited Post Bidding Modifications**

- 1) Bidders are advised to quote strictly as per terms and conditions of the Tender document and not to stipulate any deviations / exceptions.
- 2) Once quoted, the Bidder shall not be allowed any changes.
- 3) Any proposal for price change is likely to render the Bid liable for rejection. However, during finalization of contract, NBE reserves the right to negotiate with the successful bidder.

### **XIII. Blacklisting**

- 1) Company/Firm blacklisted by any Government/PSU/Corporate organization is not eligible to participate in this tender process.
- 2) If at any stage of bidding process or during the currency of contact, such information comes to the knowledge of NBE, NBE shall have right to reject the bid or cancel the work order (as the case may be) and withheld Security Deposit/EMD.
- 3) Bidders to submit an Undertaking, that their company/firm is not blacklisted by any Government Department/PSU/Corporate organization.

### **XIV. Other Instructions:**

- 1) At any time prior to the last date of submission of bids, NBE may modify the tender document without assigning any reasons.
- 2) Any modifications in tender document or reply to queries shall be hosted on [ww.natboard.edu.in](http://ww.natboard.edu.in)
- 3) NBE at its discretion may extend the last date for the receipt of Bids.
- 4) When any offer is submitted pursuant to this tender, it shall be presumed by NBE that the bidder has fully ascertained and ensured about its eligibility, under the respective governing laws and regulatory regimen, and it has necessary approvals and permission, and suffers no disability in law or otherwise to act as such.

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**Technical Bid Form**  
**Bidder's Particulars**

| Sr. No                    | Particulars                                                                              | Details                                          |                |                |
|---------------------------|------------------------------------------------------------------------------------------|--------------------------------------------------|----------------|----------------|
| 1                         | Name of the Bidder Firm                                                                  |                                                  |                |                |
| 2                         | Address of the Bidder Firm                                                               |                                                  |                |                |
|                           | Telephone No. / Fax No.                                                                  |                                                  |                |                |
|                           | E-Mail Address:                                                                          |                                                  |                |                |
| 3                         | Name and Designation of Authorized Signatory                                             |                                                  |                |                |
| 4                         | Name & Address of the officer to whom all references shall be made regarding this tender |                                                  |                |                |
|                           | Telephone / Fax / Mobile                                                                 |                                                  |                |                |
| 5                         | Type of Firm (Proprietorship/ Partnership/ Company)                                      |                                                  |                |                |
| 6                         | Details of Earnest Money Deposit                                                         | DD No _____ Dated _____<br>Drawn on (Bank) _____ |                |                |
| 7                         | Registration Details (Attach relevant documents):                                        |                                                  |                |                |
|                           | <b>Document Type</b>                                                                     | <b>Registration No. &amp; Date</b>               | <b>Details</b> |                |
|                           |                                                                                          |                                                  | Yes/<br>No     | At Page<br>No. |
|                           | a) Company Registration No.                                                              |                                                  |                |                |
|                           | b) Licence Number                                                                        |                                                  |                |                |
|                           | c) PAN Number                                                                            |                                                  |                |                |
|                           | d) GSTIN                                                                                 |                                                  |                |                |
| e) MSME/NSIC Registration |                                                                                          |                                                  |                |                |
| 8                         | Quality Certifications                                                                   |                                                  |                |                |
| 9                         | Annual Turnover for the last three Financial years                                       | <b>Turnover</b><br>(In INR)                      |                |                |
|                           | a) F.Y. 2016-17*                                                                         |                                                  |                |                |
|                           | b) F.Y. 2017-18*                                                                         |                                                  |                |                |
|                           | c) F.Y. 2018-19*                                                                         |                                                  |                |                |

\* Attach Balance Sheet, P&L A/c, ITR and Certificate from CA for all FYs.

| Sr. No. | Particulars                                                                                                                         | Details           |                       |                   |                             |
|---------|-------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------|-------------------|-----------------------------|
|         |                                                                                                                                     | Yes/ No           | Mentioned at Page No. |                   |                             |
| 10      | a) Does the bidder have 3 years of relevant experience in the field and doing such services for Govt. Sector/PSUs/ Reputed Company? |                   |                       |                   |                             |
|         | b) The Bidder should have experience of Similar Services during last 3 years, as mentioned under:                                   |                   |                       |                   |                             |
|         | i) Three similar completed works costing not less than the amount equal to 40% of the estimated cost, or                            |                   |                       |                   |                             |
|         | ii) Two similar completed works costing not less than the amount equal to 50% of the estimated cost, or                             |                   |                       |                   |                             |
|         | iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost.                                |                   |                       |                   |                             |
|         | c) Whether self-attested documents (work orders/completion certificates) in support of above, is enclosed?                          |                   |                       |                   |                             |
| 11      | a) Whether 24x7 Support Services available?                                                                                         |                   |                       |                   |                             |
|         | b) Bidder registered office/Branch Office/ Service Center is available in Delhi-NCR?                                                |                   |                       |                   |                             |
|         | c) Whether Company Profile/Brochure enclosed?                                                                                       |                   |                       |                   |                             |
| 12      | <b>Work Experience:</b> (Attach certificates / Supporting Documents of performance issued by previous / current clients)            |                   |                       |                   |                             |
|         | Name & Address of the Organization                                                                                                  | Value of Contract | Bandwidth Provided    | Contract Duration | Documents Enclosed (Yes/No) |
|         |                                                                                                                                     |                   |                       |                   |                             |
|         |                                                                                                                                     |                   |                       |                   |                             |
|         |                                                                                                                                     |                   |                       |                   |                             |

Signature with Seal of Bidder

Name of the Bidder : \_\_\_\_\_

Company Name : \_\_\_\_\_

(With Full Address) : \_\_\_\_\_

Date : \_\_\_\_\_

Place : \_\_\_\_\_

**Financial Bid Form**

(To be placed in a separate Sealed Envelope Marked as '**Financial Bid**')

To : The Executive Director,  
National Board of Examinations  
Medical Enclave, Ansari Nagar  
New Delhi 110029

Sub : **Financial Bid –Limited Tender for Internet Lease Line Services**

Bidder's Name : \_\_\_\_\_  
Bidder's Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I/We, on behalf of M/s .....submit our Financial Bid for **providing Internet Lease Line** as per the Scope of work given in this Tender document in accordance with the terms and conditions and shall be bound by the stipulation made by me in the bid.

| <b>A. Service Charges for Internet Lease Line (for 3 years):</b> |                   |
|------------------------------------------------------------------|-------------------|
| Rates (in Figures)<br>(for One 200 Mbps Line)                    | Rs. _____ /- only |
| Rates (in Words):                                                |                   |
| <b>B. One-time installation charges:</b>                         |                   |
| One-time installation charges                                    | Rs. _____ /- only |

**Note:**

- (i) L1 Bidder shall be determined on the consolidated amount of Service Charges, and one-time installation charges, quoted above, i.e. (A + B);
- (ii) Service Charges to be quoted in Absolute Indian Rupees upto 2 Decimal places only.
- (iii) Quoted rates should be excluding GST, the same will be payable as per prevailing rates, as per norms.
- (iv) Quoted rates should be free from pre-conditions regarding payments, etc, otherwise offers are liable to be rejected. Conditional offers will not be accepted.

(Signature and Seal of Bidder)

- (v) The rates quoted above must be reasonable and valid for the entire period of contact. There will be no escalation in the price during the contract period. However, during finalization of contract NBE reserves the right to negotiate with the successful bidder.
- (vi) Rates are to be quoted strictly as per the above format. No modification is allowed in the format.

(Sign & Seal of Bidder)

Name of the Bidder : \_\_\_\_\_

Company Name : \_\_\_\_\_

(With Full Address) : \_\_\_\_\_

Date : \_\_\_\_\_

Place : \_\_\_\_\_



**DECLARATION**

(On Company Letter Head)

(Date)

To : The Executive Director,  
National Board of Examinations  
Medical Enclave, Ansari Nagar  
New Delhi 110029

Ref : **Limited Tender for Internet Lease Line**

Sir,

In response to the **Limited Tender for Internet Lease Line Services in National Board of Examinations, New Delhi**, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_ is having an unblemished record and has not been declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

2. We further declare that presently, our Company/ firm has not been Blacklisted or Debarred for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission, including for any violation of relevant laws.

3. This declaration is made to the best of our knowledge. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security deposit may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we may be barred from bidding in future against other tenders and shall also be liable to pay compensation, and difference of price as per clause of the tender document and the contract.

Yours faithfully,

(Sign & Seal of Bidder)

Name of the Bidder : \_\_\_\_\_

Company Name : \_\_\_\_\_

(With Full Address) : \_\_\_\_\_

Date : \_\_\_\_\_

Place : \_\_\_\_\_

DECLARATION

I, .....Son/Daughter/Wife of Shri.....  
Proprietor/Director, authorized signatory of the firm M/s .....  
(Service Provider), is competent to sign this declaration and execute this tender  
document;

2. I have carefully read and understood all the terms and conditions of the tender  
and undertake to abide by them;

3. The information / documents furnished along with the above application are  
true and authentic to the best of my knowledge and belief. I / we, am/ are well aware  
of the fact that furnishing of any false information/ fabricated document would lead  
to rejection of my tender at any stage besides liabilities towards prosecution under  
appropriate law.

SIGNATURE WITH SEAL OF BIDDER

Name of the Bidder : \_\_\_\_\_

Company Name : \_\_\_\_\_

(With Full Address) : \_\_\_\_\_

Date : \_\_\_\_\_

Place : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**ANNEXURE-V**

| <b>Check-List</b> |                                                                                                                   |                          |                    |
|-------------------|-------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------|
| <b>Sr. No.</b>    | <b>Document Name</b>                                                                                              | <b>Attached Yes / No</b> | <b>Page Number</b> |
| 1                 | Demand Draft towards EMD                                                                                          |                          |                    |
| 2                 | Signed and Stamped copy of Tender Document                                                                        |                          |                    |
| 3                 | Declarations as per Annexure III and IV                                                                           |                          |                    |
| 4                 | Declaration stating that Service Provider is / has not been blacklisted by any Govt./PSU/ Corporate Organization. |                          |                    |
| 5                 | Company Profile / Brochure                                                                                        |                          |                    |
| 6                 | Company/Firm Registration Documents                                                                               |                          |                    |
| 7                 | MSME/NSIC Certificate (if applicable)                                                                             |                          |                    |
| 8                 | Licenses / Authorizations                                                                                         |                          |                    |
| 9                 | PAN Card                                                                                                          |                          |                    |
| 10                | GST Registration                                                                                                  |                          |                    |
| 11                | Quality Certifications                                                                                            |                          |                    |
| 12                | ITR, P & L Account and Balance Sheet for Last 3 Financial Years                                                   |                          |                    |
| 13                | Turnover Certificate from Chartered Accountant                                                                    |                          |                    |
| 14                | Certificates / Supporting Documents of Satisfactory performance from the concerned Organizations                  |                          |                    |
| 15                | Other Documents sought in the Tender Documents.                                                                   |                          |                    |