

वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद्
COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH
अनुसंधान भवन, 2, रफी मार्ग, नई दिल्ली-110 001
Anusandhan Bhawan, 2, Rafi Marg, New Delhi-110001



8-Misc./2007-Gen

Dated 04-02-2008

From

संयुक्त सचिव (प्रशासन)
Joint Secretary (Admn.)

To

Sub: Tender for 4Mbps/2Mbps dedicated Internet Bandwidth.

- Ref.: 1. CSIR Tender Enquiry No. 8-(Misc.)/2007-Gen., dated: 18-09-2007
2. CSIR letters of even No., dated 05-10-2007 and 19-10-2007

Sirs,

With reference to the above please find enclosed herewith the modified tender documents for providing the following:


1. 4Mbps Dedicated Internet (1:1) Bandwidth at TKDL Project site, HRDC, Ghaziabad, UP.
2. 2Mbps Dedicated Internet (1:1) Bandwidth at TKDL (Yoga) Project site, MNDIY, New Delhi.

The tenders should be sent in sealed cover superscribing "Tender for Internet Bandwidth for TKDL Project," addressed to **The Joint Secretary (Admn.), CSIR, Anusandhan Bhawan, 2, Rafi Marg, New Delhi-110001.**

The last date for receipt of sealed tenders is **18th February, 2008 (3:00 PM)**. The tenders will be opened at 3:30 PM on 18-02-2008 at Room No.14, CSIR in the presence of tenderers, if any.

Encl.: As above

Yours faithfully,


(C. Manvazhagan)
UNDER SECRETARY
Tel. No. 23321340

**COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH
(CSIR)**

**Bid Document
Request for Proposal (RFP)
For
2 Mbps Dedicated Internet (1:1) Bandwidth at TKDL (Yoga) project site , MDNIY, New Delhi**

**COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH
ANUSANDHAN BHWAN, 2, RAFI MARG, NEW-DELHI - 110001**

Section – I

PRE QUALIFICATION REQUIREMENTS OF THE INTERNET SERVICE PROVIDER

Following are the specific pre-qualification requirements which should be satisfied by the ISP to be primarily considered for bidding for providing the 2 Mbps uncompressed symmetric (1:1) Internet Services at TKDL project, Morarji Desai National Institute of Yoga , New Delhi , at the terms & conditions, mentioned in the appropriate section in this document:

1.1 The ISP should have a Class A ISP license, which should be currently valid.

1.2 The ISP should have

- (i) Direct peering (connectivity) with Tier 1 carriers to minimize numbers of hops and latency thereof, to international destinations.
- (ii) Local peering, within India, with at least one other ISP.
- (iii) Aggregate international capacity (from international gateway in India up to international Point of Presence) of at least 100 Mbps.

1.3 The ISP should have fully resilient and self-healing network architecture, on fiber medium, for the domestic backbone up to the international gateway in India

1.4 In case ISP's national backbone uses the infrastructure of other licensed National Long Distance Operations (NLDO), the ISP must indicate the capacity available through these other provider networks, as well as indicate the existing SLA with all involved providers which should be complying and committing, at

least 99% service availability including the last mile connectivity, on a 24*7*365 basis.

1.5 The international connectivity must have at least one of Trans Atlantic or Trans pacific routes.

1.6 Average latency should not be more than 400ms up to ISP's 1st Tier 1 peering point.

1.7 The ISP must have adequate support facility in NCR/Delhi to provide 24*7*365 customer support and:

The ISP should have well defined capabilities and procedures to track call resolution progress status and provide the updates to the customer. In addition, ISP should have well defined management and technical escalation procedures.

The ISP should suggest CSIR with a Software Tool/Method to measure the Internet Bandwidth provided by the bidder. The Software tool would be procured by CSIR , if required and the commercials involved (if any) in the procurement of the software tool will not be covered under this bid.

The ISP have to provide monthly MRTG Report of usage of Bandwidth and will ensure that TKDL project , CSIR is getting 2 Mbps (1:1) Bandwidth

If complying all of the above and qualifying to bid, the prospective bidder shall provide appropriate documents stating compliance of the above, put them in a separate envelope along with a compliance statement stating compliance to all the above requirements, super scribe it with "Compliance of Pre-qualification requirements" and enclose it along with the commercial bid.

Earnest Money Deposit :-

1. EMD of Rs.37500/-(Rs. Seventy seven thousand five hundred only) in the form of Demand Draft of Bank Guarantee in favour of Joint Secretary (Admn.), CSIR, valid for a period upto 45 days beyond the bid validity period (i.e. valid for 135 days from the date of opening of tender) shall be submitted along with the Bid failing which the quotation will be rejected.

2. In case the successful bidder withdraws his offer within the validity of quotation or before entering into the contract within the bid validity period, his EMD will be forfeited. The bidder will have no right to claim for refund of the EMD.
3. In case the successful bidder does not honour his commitment within the validity of quotation and back out after placing the order with him, the EMD will be forfeited.
4. The EMD if submitted in the form of Demand Draft can be adjusted with the Performance Security if so desired by the successful bidder. If not so, the EMD will be returned to the successful bidder after receipt of Performance Security along with the order acceptance from him.
5. The EMD will be returned to the unsuccessful bidders within One month after placing the order with the successful bidder.
6. No interest will be paid by CSIR on the EMD amount.

Section -II

Schedule of Requirements

CSIR and Department of AYUSH , Ministry of Health and Family Welfare are collaboratively creating the Traditional Knowledge Digital Library - Yoga (TKDL- Yoga) project. This project is of national / international Importance and under the expansion. Therefore, to cater the various project related activities, Internet bandwidth of 2 Mbps(1;1) is required at Morarji Desai National Institute of Yoga (MDNIY) , 68 Ashoka Road , New Delhi .

Technical Requirement

To cater the Internet bandwidth and connectivity requirement of this project, CSIR Intends to hire 2 Mbps dedicated uncompressed symmetric Internet Bandwidth (1:1) Connectivity through Leased Line (through fibre with self healing architecture or linear fibre with alternate last mile connectivity) with assured bandwidth of 2 Mbps worldwide for its location i.e. TKDL project site , MDNIY , 68 Ashoka Road , New Delhi on end-to-end basis per annum. CSIR is indenting

to utilize the required bandwidth to be made available uninterrupted for 24 X 7 X 365 basis on reliable media preferably fibre optic for running various common network services such as hosting website, Internet access , webmail etc. The termination of the last mile connection is to be made in TKDL project site first floor, MDNIY, New Delhi on Ethernet port of the router (to be provided by CSIR) should be connected to the last mile termination through proper interface and the other port on router should be connected to the LAN at above location. The router should be configured for 2 Mbps Internet connectivity with ACLs. If any earthwork is involved inside the premises it should be coordinated with site engineers/Scientific Officers.

The CSIR Hq will provide power supply through 10 KVA UPS 220 V $\pm 1\%$ outputs, 50 Hz $\pm 8\%$ connected at Server rooms , TKDL project site , MDNIY New Delhi and with backup power through 250KVA automatic DG set. Window air conditioners are provided in the Server rooms to maintain cooling. The complete installation will be in the existing infrastructure.

Single sealed quotation (envelope with a compliance statement stating compliance to all pre-qualification conditions, superscribing it with “Compliance of Pre-qualification requirements” and enclose it along with the commercial bid.) is invited for 2 Mbps uncompressed symmetric (1:1) Internet Services at TKDL Project site , MDNIY , New Delhi

The technical requirements with terms and conditions are given below:

Link Bandwidth. 2 Mbps Internet Bandwidth with Committed access rate on 1:1 basis scalable upto 4 Mbps till ISP International Gateway with point to point leased line of 2 Mbps (1:1). Traffic should be routed to secondary International Gateway once the primary fails. The last mile link will be on Fiber with self-healing architecture or linear fibre with alternate last mile connectivity.

Last Mile connectivity

The data exchange between TKDL site, MDNIY New Delhi and ISP premises shall be over a dedicated high-speed link. The terminal equipment, for providing

connectivity between TKDL- Yoga , MDNIY, New Delhi routers and ISPs gateway, shall be ISPs responsibility. The terminal equipment shall be leased to TKDL - CSIR for the duration of the contract. However , router(CPE) would be provided by CSIR.

I P Addresses

The bidder shall provide Full 32 Real IP addresses for said location for exclusive use by TKDL – CSIR .

The bidder shall do installation & configuration of modems, routers or any such associated Fiber-optic equipment to make the entire system working to provide sustained Internet bandwidth of not less than 2.0 Mbps to a maximum of 4 Mbps. Service providers should guarantee for TKDL, MDNIY, New Delhi . backbone support for uptime of 99%. Local Loop has to be through Fiber Cable, wherein optical fiber is extended right up to the customer premises. Network redundancy has to be built to protect the traffic from cable cuts. Providing last mile connectivity to the TKDL, MDNIY, New Delhi premises will be the responsibility of Service Provider. The Service Provider shall meet associated hardware such as modems/converters and so on.

Complete detail of service provisioning including offered bandwidth, compression type, termination details etc. are to be clearly stated. Service Provider should provide details of the proposed connectivity, viz., the name of the cable and landing points of the involved cable. The last mile connectivity up to TKDL , MDNIY , New Delhi premises should not be by third party.

In case of any degradation of service at any point during agreement period, the penalty conditions are to be provided.

A Service Level Agreement has to be signed between Project Head TKDL, CSIR and Service Provider wherein the penalty clause as given below shall be applicable, if the up time is less than SLA (99 %).

S.No.	Downtime	Penalty
1	2 hrs to 10 hrs of downtime cumulative per quarter	1% of the quarter charge as penalty
2	10 hrs to 24 hrs of downtime cumulative per quarter	3% of the quarter charge as penalty
3	More than 24 hrs of downtime cumulative per quarter	5 % of the quarter charges as a penalty and review for further continuation of contract

Other Technical Parameters:

S.No.	Parameters	Response (Yes/No)
1	Are you a member of NIXI?	
2	Will you provide a single window service for last mile (redundant fully fibre optic) connectivity and bandwidth.	
3	Will you provide 32 real IP addresses for usage of CSIR s ?	
4	Will you provide DNS services including reverse lookup?	
5	Will you provide service for 99% uptime with 24/7 Service?	
6	Will Local Loop be through Fibre Cable, wherein optical fibre is extended right up to the customer premises?	
7	Will Network redundancy be built to protect the traffic from cable cuts? (If yes, give details)	
8	Will you take the responsibility for providing last mile connectivity to the TKDL Project site , MDNIY, New Delhi premises?	
9	Will you supply associated hardware such as modems /converters and so on?	

10	Is complete detail of service provisioning including offered bandwidth, compression type, and termination details provided?	
11	Have you provided details of the proposed connectivity, viz., the name of the cable and landing points of the involved cable?	
12	<p>Have you provided Company Profile with following details</p> <p>Organization Structure</p> <p>Date of commencement of ISP service and category</p> <p>IP spectrum assigned</p> <p>No. Of experienced professionals at NCR</p> <p>Customer support strength at NCR</p> <p>Network layout diagram National/International connectivity</p> <p>Service Call escalation procedure with contact details (24/7)</p> <p>List of Clientele</p> <p>Purchase Order copies of similar works undertaken excluding commercial details / Price for the past 3 years</p>	

Place:

Date:

seal

Signature of authorized person with

SECTION - III

GENERAL TERMS AND CONDITIONS OF CONTRACT

Definitions and Interpretation

In this contract, the following terms shall be interpreted as indicated:

(i) “The Contract” means the agreement entered into between the Purchaser and the Supplier as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

(ii) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

(iii) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;

(iv) “TKDL project site , MDNIY ,68 Ashoka Road , New Delhi ” means the organization Hiring of 2 Mbps (1:1) dedicated, Internet Bandwidth, i.e., Traditional Knowledge Digital Library , MDNIY , New Delhi, it means and it includes an officer who is authorized on behalf of the project Head , TKDL project, CSIR .

(v) “The Vendor” means the firm(s) providing 2 Mbps (1:1) dedicated Internet Bandwidth under this Contract;

(vi) “The Site” means the TKDL project site , MDNIY ,68, Ashoka Road , New Delhi i-e Traditional Knowledge Digital Library , MDNIY , 68 Ashoka Raod, New Delhi

Time Schedule

(i) Potential suppliers should provide detailed activities time schedule, which represents the shortest practical time to complete all necessary tasks and meet the obligations of the requirements which should not exceed 45 days after the placement of order and subject to the approvals by CSIR for laying of Fibre cable within the campus. All significant activities must be included, including those associated with the delivery, installation and commissioning of the Internet Bandwidth and quality certifications.

(ii) The delay in meeting the activities schedule will call for a penalty @ 1% per week subject to maximum 10% of the contract value. CSIR may terminate the contract if delay is beyond 10 Weeks.

Acceptance Certificate

On successful completion of acceptability test for 15 days and after CSIR is satisfied with the accuracy and completeness of the performance of the Internet Bandwidth, the acceptance certificate signed by the representative of CSIR and representative of the Vendor will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the Internet Bandwidth.

The firm should quote additional rate required for each functional process based on the efforts required for implementing the change/functional process.

Payment

100 % payment subject to 10% Performance Bank Guarantee valid for a period of the contract from the date of commission for One Time Charges of the contract value will be made by CSIR within 30 days from the date of submission of bill after successful provisioning of Internet bandwidth and acceptance test at the site as per the requirement of CSIR. A joint acceptance report would be signed after the successful acceptance test. The payment of recurring charges / bills will be made on quarterly basis subject to certificate of satisfactory services by the concerned user/co-ordinator.

All payment shall be subject to deduction of any amount for which the Service provider is liable under agreement against this contract. Further all payment shall be made subject to deduction of TDS, if applicable as per the income Tax act 1961 and any other tax.

The ISP will be responsible for providing all hardware (CPE for termination of the circuit) and configuration of routers and other devices. The decision on the award of the leased line will be based on total of the lowest quote.

Arbitration

Except where otherwise provided in the Contract, all questions and disputes relating to the meaning of the specifications, and instructions herein before mentioned and as to the quality of the materials, as to any question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the Contract, Specification, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution of the same whether arising during the process of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of a person nominated by the Director General, Council of Scientific & Industrial Research, New Delhi, and if he is unable or unwilling to act to the sole arbitration of some other person appointed by him willing to act as such arbitrator. The submission shall be deemed to be Submission to Arbitration under the meaning of the Arbitration Act, 1940 or any satisfactory modification of reenactment thereof for the time being in force, conclusive and binding on all parties of the Contract.

The Contract shall be governed in accordance with the Indian Laws.

Award Criteria

CSIR will award the Contract to the successful Bidder whose bid have been determined to be substantially responsive and has been determined as the lowest technically qualified bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

CSIR reserves the right to accept or reject any bid, in part or full, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the CSIR HQ's action.

The initial period of the contract shall be for three years which may be extended for up to five years by CSIR, based on the annual review of the past performance of service provider.

Notification of award

Prior to the expiration of the period of bid validity CSIR will place a firm order to the vendor or notify the successful Bidder in writing by fax to be confirmed in writing by speed post or hand delivery that his bid has been accepted.

The notification of Award will constitute the formation of the contract

Corrupt or Fraudulent Practices

(i) Bidders & Vendors shall observe the highest standard of ethics during the procurement and execution of the contract.

(ii) CSIR will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(iii) CSIR will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.

Force Majeure clause

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the contract.

Miscellaneous

It will be imperative on each bidder to fully acquaint itself of all the local conditions and factors which would have effect on the performance of the work and its cost.

Alterations if any in the tender should be attested properly by the vendor, failing which the tender is liable to be rejected.

Prices quoted must be firm and final and shall remain constant for the contract period. However , the downward modification may be applicable as per the Telecom Regulatory Authority of India (TRAI) guidelines issued time to time and shall not be subject to any upward modifications whatsoever. Prices should be inclusive of all taxes, duties, octroi, license fees, etc. leviable of the services being offered. All prices and discounts etc must be clearly shown in figures and words. The charges quoted should be inclusive of transportation charge, logistics charges and all other expenses related with the visits of the Vendor's personnel in connection with the performance of the contractual obligations by the vendor.

The Vendor shall be entirely responsible for all taxes, duties, octroi, license fees, etc., incurred for performance of the services. If there is any reduction in taxes/duties etc. due to any reason whatever, after Notification of Award, the same shall be passed on to CSIR HQ.

The selected Vendor shall perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training/consulting standards recognized by national/international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. The Vendor shall always act, in respect of any matter relating to this Contract, as

faithful advisors to CSIR and shall , at all times, support and safeguard CSIR's legitimate interests.

CSIR reserves the right to inspect the performance of the vendor prior to commencement or in between the work progress. The inspection may cover all areas related to the assigned contract order, especially methodology, manpower, infrastructure etc. CSIR reserves the right to cancel the contract order assigned to the vendor at any time which includes the time after the completion of assigned work without assigning any reason for the same. In case the contract order is canceled then the costs incurred will be born by the vendor and under no circumstances the vendor shall be eligible for any payment or damages from CSIR .

The initial period of the contract shall be for three years which could be extended for five years by CSIR, based on the annual review of the performance of service provider during the year. However, CSIR may at any time terminate the Contract by giving written notice to the selected Vendor, without compensation to the selected Vendor, if the selected Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to CSIR .

CSIR may, by written notice sent to the selected Vendor, terminate the purchase order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for CSIR's convenience, the extent to which performance of work under the purchase order and /or the Contract is terminated, and the date upon which such termination becomes effective. CSIR reserves the right to:

- (a) Have any portion completed at the purchase order and/or the Contract terms and prices; and/or
- (b) Cancel the remainder and pay to the selected Vendor an agreed amount for partially completed Services.

Annexure-I

Format of Financial Bid

2 Mbps dedicated uncompressed symmetric Internet Bandwidth (1:1)
Connectivity through fibre optic link with self healing architecture or linear fibre
with alternate last mile connectivity.

Name of the Purchaser: CSIR for TKDL Project , MDNIY, 68 Ashoka Road , New
Delhi

Name and address of the

Service Provider:

S.No.	Particulars	2 MBPS (1:1) Bandwidth	Charges (Rs.)
One Time Charges:			
1.	Registration Charges		
2.	Local Loop Registration Charges		
3.	Installation Charges		
4.	Configuration of Router (Cisco) for operationalization of services		

5.	Any Other One Time Charges including any accessory (Pl. specify)		
Annual Recurring Charges:			
6.	Annual Internet Leased Line Port Charges		
7.	Annual Last Mile Charges		
8.	Annual Service Tax		
9	Any other Recurring Charges (Pl. Specify)		
Sub-Total Charges:			
10.	One Time Charges (1+2+3+4+5)		
11.	Annual Recurring Charges (6+7+8+9)		
Total Charges:			
Grand Total (10+11)			

Please note:

The ISP will be responsible for providing all hardware (CPE for termination of the circuit) excluding router. However , the ISP would be responsible for configuration of routers and other related devices for operationalization of link . The decision on the award of the leased line will be based on overall total of the lowest quote.

Place:

Date:

seal

Signature of authorized person with

**COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH
(CSIR)**

**Bid Document
Request for Proposal (RFP)
For
4Mbps Dedicated Internet (1:1) Bandwidth at TKDL
project site,
HRDC, Kamla Nehru Nagar, Ghaziabad**

**COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH
ANUSANDHAN BHWAN, 2, RAFI MARG, NEW-DELHI - 110001**

Section – I

PRE-QUALIFICATION REQUIREMENTS OF THE INTERNET SERVICE PROVIDER

Following are the specific pre-qualification requirements which should be satisfied by the ISP to be primarily considered for bidding for providing the 4 Mbps uncompressed symmetric (1:1) Internet Services at TKDL project , Human Resource Development Centre , Ghaziabad, Kamla Nehru Nagar, UP , at the terms & conditions, mentioned in the appropriate section in this document:

1.1 The ISP should have a Class A ISP license, which should be currently valid.

1.2 The ISP should have

- (i) Direct peering (connectivity) with Tier 1 carriers to minimize numbers of hops and latency thereof, to international destinations.
- (ii) Local peering, within India, with at least one other ISP.
- (iii) Aggregate international capacity (from international gateway in India up to international Point of Presence) of at least 100 Mbps.

1.3 The ISP should have fully resilient and self-healing network architecture, on fiber medium, for the domestic backbone up to the international gateway in India

1.4 In case ISP's national backbone uses the infrastructure of other licensed National Long Distance Operations (NLDO), the ISP must indicate the capacity available through these other provider networks, as well as indicate the existing SLA with all involved providers which should be complying and committing, at

least 99% service availability including the last mile connectivity, on a 24*7*365 basis.

1.5 The international connectivity must have at least one of Trans Atlantic or Trans pacific routes.

1.6 Average latency should not be more than 400ms up to ISP's 1st Tier 1 peering point.

1.7 The ISP must have adequate support facility in NCR/Delhi to provide 24*7*365 customer support and:

The ISP should have well defined capabilities and procedures to track call resolution progress status and provide the updates to the customer. In addition, ISP should have well defined management and technical escalation procedures.

The ISP should suggest CSIR Hq with a Software Tool/Method to measure the Internet Bandwidth provided by the bidder. The Software tool would be procured by CSIR Hq if required and the commercials involved (if any) in the procurement of the software tool will not be covered under this bid.

The ISP have to provide monthly MRTG Report of usage of Bandwidth and will ensure that CSIR Hq is getting 4 Mbps (1:1) Bandwidth

If complying all of the above and qualifying to bid, the prospective bidder shall provide appropriate documents stating compliance of the above, put them in a separate envelope along with a compliance statement stating compliance to all the above requirements, super scribe it with "Compliance of Pre-qualification requirements" and enclose it along with the commercial bid.

Earnest Money Deposit :-

7. EMD of Rs.75000/-(Rs. Seventy five thousand only) in the form of Demand Draft of Bank Guarantee in favour of Joint Secretary (Admn.), CSIR, valid for a period upto 45 days beyond the bid validity period (i.e. valid for 135 days from the date of opening of tender) shall be submitted along with the Bid failing which the quotation will be rejected.

8. In case the successful bidder withdraws his offer within the validity of quotation or before entering into the contract within the bid validity period, his EMD will be forfeited. The bidder will have no right to claim for refund of the EMD.
9. In case the successful bidder does not honour his commitment within the validity of quotation and back out after placing the order with him, the EMD will be forfeited.
10. The EMD if submitted in the form of Demand Draft can be adjusted with the Performance Security if so desired by the successful bidder. If not so, the EMD will be returned to the successful bidder after receipt of Performance Security along with the order acceptance from him.
11. The EMD will be returned to the unsuccessful bidders within One month after placing the order with the successful bidder.
12. No interest will be paid by CSIR on the EMD amount.

Section -II

Schedule of Requirements

CSIR and Department of AYUSH, Ministry of Health and Family Welfare are collaboratively creating the Traditional Knowledge Digital Library (TKDL). This project is of national / international importance and under expansion and to cater the various project related activities, internet bandwidth of 4 Mbps (1:1) is required at HRDC, Ghaziabad.

Technical Requirement

To cater the Internet bandwidth and connectivity requirement of this project, CSIR Intends to hire 4 Mbps dedicated uncompressed symmetric Internet Bandwidth (1:1) Connectivity through Leased Line (through Fiber with self-healing architecture or linear fibre with alternate last mile connectivity) with assured bandwidth of 4 Mbps worldwide for its location i.e. TKDL project site , HRDC , (Behind ALT Centre) Ghaziabad, Uttar Pradesh, on end-to-end basis per annum. CSIR is indenting to utilize the required bandwidth to be made

available uninterrupted for 24 X 7 X 365 basis on reliable media ,preferably fibre optic with redundancy , for running various common network services such as hosting website/ portal , Internet access , webmail etc. The termination of the last mile connection is to be made in TKDL project site ground floor, HRDC, Ghaziabad on Ethernet port of the router (to be provided by CSIR) should be connected to the last mile termination through proper interface and the other Ethernet port or the router should be connected to the LAN at above location. The router should be configured for 4 Mbps Internet connectivity with ACLs. If any earthwork is involved inside the premises it should be coordinated with site engineers/Scientific Officers.

The CSIR Hq will provide power supply through 10 KVA UPS 220 V $\pm 1\%$ outputs, 50 Hz $\pm 8\%$ connected at Server rooms , TKDL project site , HRDC Ghaziabad and with backup power through 250KVA automatic DG set. Window air conditioners are provided in the Server rooms to maintain cooling. The complete installation will be in the existing infrastructure.

Single sealed quotation (envelope with a compliance statement stating compliance to all pre-qualification conditions, superscribing it with “Compliance of Pre-qualification requirements” and enclose it along with the commercial bid) is invited for 4 Mbps uncompressed symmetric (1:1) Internet Services at TKDL Project site , HRDC , Ghaziabad Uttar Pradesh.

The technical requirements with terms and conditions are given below:

Link Bandwidth. A 4 Mbps Internet Bandwidth with Committed access rate on 1:1 basis scalable upto 8 Mbps till ISP International Gateway with point to point leased line of 4 Mbps (1:1). Traffic should be routed to secondary International Gateway once the primary fails. The last mile link will be on Fiber with self-healing architecture or linear fibre with alternate last mile connectivity.

Last Mile connectivity

The data exchange between TKDL site, HRDC Ghaziabad and ISP premises shall be over a dedicated high-speed link. The terminal equipment, for providing connectivity between TKDL, HRDC Ghaziabad router(s) and ISPs gateway, shall be ISPs responsibility. The terminal equipment shall be leased to CSIR Hq for the duration of the contract. However, the router (CPE) would be provided by CSIR.

I P Addresses

The bidder shall provide 32 Real IP addresses for said location for exclusive use by TKDL, CSIR Hq.

The bidder shall do installation & configuration of modems, routers or any such associated Fiber-optic equipment to make the entire system working to provide sustained Internet bandwidth of not less than 4.0 Mbps to a maximum of 8 Mbps. Service providers should guarantee for TKDL , HRDC Ghaziabad backbone support for uptime of 99%. Local Loop has to be through Fiber Cable, wherein optical fiber is extended right up to the customer premises. Network redundancy has to be built to protect the traffic from cable cuts. Providing last mile connectivity to the TKDL, HRDC Ghaziabad premises will be the responsibility of Service Provider. The Service Provider shall meet associated hardware such as modems/converters and so on.

Complete detail of service provisioning including offered bandwidth, compression type, termination details etc. are to be clearly stated. Service Provider should provide details of the proposed connectivity, viz., the name of the cable and landing points of the involved cable. The last mile connectivity up to TKDL, HRDC, Ghaziabad premises should not be by third party.

In case of any degradation of service at any point during agreement period, the penalty conditions are to be provided.

A Service Level Agreement has to be signed between Project Head TKDL, CSIR and Service Provider wherein the penalty clause as given below shall be applicable, if the up time is less than SLA (99 %).

S.No.	Downtime	Penalty
1	2 hrs to 10 hrs of downtime cumulative per quarter	1% of the quarter charge as penalty
2	10 hrs to 24 hrs of downtime cumulative per quarter	3% of the quarter charge as penalty
3	More than 24 hrs of downtime cumulative per quarter	5 % of the quarter charges as a penalty and review for further continuation of contract

Other Technical Parameters:

S.No.	Parameters	Response (Yes/No)
1	Are you a member of NIXI?	
2	Will you provide a single window service for last mile (redundant fully fibre optic) connectivity and bandwidth.	
3	Will you provide 32 real IP addresses for exclusive usage of CSIR ?	
4	Will you provide DNS services including reverse lookup?	
5	Will you provide service for 99% uptime with 24/7 Service?	
6	Will Local Loop be through Fibre Cable, wherein optical fibre is extended right up to the customer premises?	
7	Will Network redundancy be built to protect the traffic from cable cuts? (If yes, give details)	
8	Will you take the responsibility for providing last mile connectivity to the TKDL Project site , HRDC (Ghaziabad) premises?	

9	Will you supply associated hardware such as modems /converters and so on required for termination of link (excluding Router)?	
10	Is complete detail of service provisioning including offered bandwidth, compression type, and termination details provided?	
11	<p>Have you provided Company Profile with following details</p> <p>Organization Structure</p> <p>Date of commencement of ISP service and category</p> <p>No. Of experienced professionals at NCR</p> <p>Customer support strength at NCR</p> <p>Network layout/ connectivity diagram</p> <p>Service Call escalation procedure with contact details (24/7)</p> <p>List of Clientele</p> <p>Purchase Order copies of similar works undertaken excluding commercial details / Price for the past 3 years</p> <p>PAN/TAN No.</p>	

Place:

Date:

seal

Signature of authorized person with

SECTION - III

GENERAL TERMS AND CONDITIONS OF CONTRACT

Definitions and Interpretation

In this contract, the following terms shall be interpreted as indicated:

(i) “The Contract” means the agreement entered into between the Purchaser and the Supplier as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

(ii) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

(iii) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;

(iv) “TKDL project site , HRDC , Ghaziabad ” means the organization Hiring of 4 Mbps (1:1) dedicated, Internet Bandwidth, i.e., Traditional Knowledge Digital Library , HRDC, Kamla Nehru Nagar, (behind ALT Centre) ,Ghaziabad, Uttar Pradesh , it means and it includes an officer who is authorized on behalf of the project Head , TKDL project.

(v) “The Vendor” means the firm(s) providing 4 Mbps (1:1) dedicated Internet Bandwidth under this Contract;

(vi) “The Site” means the TKDL project site , HRDC , Ghaziabad i.e. Traditional Knowledge Digital Library , HRDC (behind ALT Centre) ,Ghaziabad, Uttar Pradesh

Time Schedule

(i) Potential suppliers should provide detailed activities time schedule, which represents the shortest practical time to complete all necessary tasks and meet

the obligations of the requirements which should not exceed 45 days after the placement of order and subject to the approvals by CSIR for laying of Fibre cable within the campus. All significant activities must be included, including those associated with the delivery, installation and commissioning of the Internet Bandwidth and quality certifications.

(ii) The delay in meeting the activities schedule will call for a penalty @ 1% per week subject to maximum 10% of the contract value. CSIR may terminate the contract if delay is beyond 10 Weeks.

Acceptance Certificate

On successful completion of acceptability test for 15 days and after CSIR is satisfied with the accuracy and completeness of the performance of the Internet Bandwidth, the acceptance certificate signed by the representative of CSIR and representative of the Vendor will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the Internet Bandwidth.

The firm should quote additional rate required for each functional process based on the efforts required for implementing the change/functional process.

Payment

100 % payment subject to 10% Performance Bank Guarantee valid for a period of the contract from the date of commission for One Time Charges of the contract value will be made by CSIR within 30 days from the date of submission of bill after successful provisioning of Internet bandwidth and acceptance test at the site as per the requirement of CSIR. A joint acceptance report would be signed after the successful acceptance test. The payment of recurring charges / bills will be made on quarterly basis subject to certificate of satisfactory services by the concerned user/co-ordinator.

All payment shall be subject to deduction of any amount for which the Service provider is liable under agreement against this contract. Further all payment shall

be made subject to deduction of TDS, if applicable as per the income Tax act 1961 and any other tax.

The ISP will be responsible for providing all hardware (CPE for termination of the circuit) and configuration of routers and other devices. The decision on the award of the leased line will be based on total of the lowest quote.

Arbitration

Except where otherwise provided in the Contract, all questions and disputes relating to the meaning of the specifications, and instructions herein before mentioned and as to the quality of the materials, as to any question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the Contract, Specification, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution of the same whether arising during the process of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of a person nominated by the Director General, Council of Scientific & Industrial Research, New Delhi, and if he is unable or unwilling to act to the sole arbitration of some other person appointed by him willing to act as such arbitrator. The submission shall be deemed to be Submission to Arbitration under the meaning of the Arbitration Act, 1940 or any satisfactory modification of reenactment thereof for the time being in force, conclusive and binding on all parties of the Contract.

The Contract shall be governed in accordance with the Indian Laws.

Award Criteria

CSIR will award the Contract to the successful Bidder whose bid have been determined to be substantially responsive and has been determined as the

lowest technically qualified bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

CSIR reserves the right to accept or reject any bid, in part or full, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the CSIR HQ's action.

The initial period of the contract shall be for three years which may be extended for up to five years by CSIR, based on the annual review of the past performance of service provider.

Notification of award

Prior to the expiration of the period of bid validity CSIR will place a firm order to the vendor or notify the successful Bidder in writing by fax to be confirmed in writing by speed post or hand delivery that his bid has been accepted.

The notification of Award will constitute the formation of the contract

Corrupt or Fraudulent Practices

(i) Bidders & Vendors shall observe the highest standard of ethics during the procurement and execution of the contract.

(ii) CSIR will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(iii) CSIR will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.

Force Majeure clause

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the contract.

Miscellaneous

It will be imperative on each bidder to fully acquaint itself of all the local conditions and factors which would have effect on the performance of the work and its cost.

Alterations if any in the tender should be attested properly by the vendor, failing which the tender is liable to be rejected.

Prices quoted must be firm and final and shall remain constant for the contract period. However , the downward modification may be applicable as per the Telecom Regulatory Authority of India (TRAI) guidelines issued time to time and shall not be subject to any upward modifications whatsoever. Prices should be inclusive of all taxes, duties, octroi, license fees, etc. leviable of the services being offered. All prices and discounts etc must be clearly shown in figures and words. The charges quoted should be inclusive of transportation charge, logistics charges and all other expenses related with the visits of the Vendor's personnel in connection with the performance of the contractual obligations by the vendor. The Vendor shall be entirely responsible for all taxes, duties, octroi, license fees, etc., incurred for performance of the services. If there is any reduction in taxes/duties etc. due to any reason whatever, after Notification of Award, the same shall be passed on to CSIR HQ.

The selected Vendor shall perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training/consulting standards recognized by national/international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. The Vendor shall always act, in respect of any matter relating to this Contract, as faithful advisors to CSIR and shall , at all times, support and safeguard CSIR's legitimate interests.

CSIR reserves the right to inspect the performance of the vendor prior to commencement or in between the work progress. The inspection may cover all areas related to the assigned contract order, especially methodology, manpower, infrastructure etc. CSIR reserves the right to cancel the contract order assigned

to the vendor at any time which includes the time after the completion of assigned work without assigning any reason for the same. In case the contract order is canceled then the costs incurred will be born by the vendor and under no circumstances the vendor shall be eligible for any payment or damages from CSIR .

The initial period of the contract shall be for three years which could be extended for five years by CSIR, based on the annual review of the performance of service provider during the year. However, CSIR may at any time terminate the Contract by giving written notice to the selected Vendor, without compensation to the selected Vendor, if the selected Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to CSIR .

CSIR may, by written notice sent to the selected Vendor, terminate the purchase order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for CSIR's convenience, the extent to which performance of work under the purchase order and /or the Contract is terminated, and the date upon which such termination becomes effective. CSIR reserves the right to:

- (a) Have any portion completed at the purchase order and/or the Contract terms and prices; and/or
- (b) Cancel the remainder and pay to the selected Vendor an agreed amount for partially completed Services.

Annexure-I

Format of Financial Bid

4 Mbps dedicated uncompressed symmetric Internet Bandwidth (1:1)
Connectivity through fibre optic link with self healing architecture or linear fibre
with alternate last mile connectivity.

Name of the Purchaser: CSIR for TKDL Project , HRDC Ghaziabad

Name and address of the

Service Provider:

S.No.	Particulars	4 MBPS (1:1) Bandwidth	Charges (Rs.)
One Time Charges:			
1.	Registration Charges		
2.	Local Loop Registration Charges		
3.	Installation Charges		
4.	Configuration of Router (Cisco) for operationalization of services		
5.	Any Other One Time Charges including any accessory (Pl. specify)		
Annual Recurring Charges:			
6.	Annual Internet Leased Line Port Charges		

7.	Annual Last Mile Charges			
8.	Annual Service Tax			
9	Any other Recurring Charges (Pl. Specify)			
Sub-Total Charges:				
10.	One Time Charges (1+2+3+4+5)			
11.	Annual Recurring Charges (6+7+8+9)			
Total Charges:				
Grand Total (10+11)				

Please note:

The ISP will be responsible for providing all hardware (CPE for termination of the circuit) excluding router. However , the ISP would be responsible for configuration of routers and other related devices for operationalization of link . The decision on the award of the leased line will be based on overall total of the lowest quote.

Place:

Date:

seal

Signature of authorized person with

Record note of discussions of the Pre-bid Conference held on 15.10.2007 at HRDC Ghaziabad, for tender enquiry for Internet bandwidth under TKDL Project

With reference to letter no. 8-(MISC) /2007-Gen dated 05.10.07, a pre-bid conference was held at 3:00 PM on 15.10.2007 at HRDC Ghaziabad regarding the Internet bandwidth at HRDC Ghaziabad and MDNIY under TKDL Project.

The meeting was chaired by Dr. B. Subramaniam and Dr. Rajiv Gupta, Head IT Division, NISCAIR, Shri Vinod Kumar Agrawal, Scientist E-II, CSIR HQ, Shri. J. K. Singh, SO, Admin (G), CSIR & Shri Deepak, Admin (G), CSIR participated on behalf of CSIR to clarify the requirement of CSIR as mentioned in the tender enquiry document.

The list of representatives of potential bidders who participated in the pre bid conferences is annexed.

At the outset, the Chairman welcomed all the persons present in the meeting and explained the requirement of Internet bandwidth under TKDL project. Subsequently all service providers were given chance to seek their clarifications, in the tender enquiry document and deliberations.

The enquiry document was displayed before the participant and was discussed clause by clause and suitable amendments were noted down for consideration by CSIR:

Tender Heading & page no(s).	Clause / page no(s).	Original clause in the tender enquiry document	Suggested amendment	Remarks/ Justification if any
Section -I (Pre-qualification)	1.2 (page 2)	The ISP should have ownership in one of the International Cable System	May be removed	May be removed as bid would be restrictive to only few ISPs
	1.3 (ii)	At least two International Point of presence	May be removed	Related clause to 1.2 above
		The ISP should have centralized trouble ticketing tool for call logging monitoring and troubleshooting purpose.	May be removed	May be restrictive to few ISPs only
Section -II Schedule of requirement	Para 1 page 4	The various common network services such as	CSIR intending utilize	Clarification: these services is to the

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(Technical requirement)		hosting website, webmail etc are to be made available uninterrupted for 24 X 7 X 365 basis on reliable media preferably fibre optic	required bandwidth to be made available uninterrupted for 24 X 7 X 365 basis on reliable media preferably Fibre optic for running various common network services including internet access , website hosting , webmail etc.	would be procured by CSIR separately and have no relation with service provider for Internet bandwidth (ISP)
Section - II Link bandwidth	Page 5	The last mile link will be on Fiber with self-healing architecture.	The last mile link will be on Fiber with self-healing architecture or alternate connectivity.	Clarification : self healing may be by provided alternate connectivity
Section - II Last mile connectivity	Page 5	The terminal equipment shall be leased to CSIR Hq for the duration of the contract.	Addendum: The CPE router shall be provided by CSIR.	Clarification : Router would be provided by CSIR may be added
Section - II Redundant Link.	page 5	The vendor has to provide along with 4 Mbps Internet Bandwidth, point to point leased line of 4 Mbps (1:1) to other location, so that if link	May be removed	This would not be cost effective for CSIR to take leased line between MDYNIY & HRDC Ghaziabad

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		at the said location is down, the Internet connectivity link can be used of other location.		
Section -II Penalty clause	Page 6	Sl. 3 (More than 24 hrs of downtime Cumulative per quarter then revocation of contract)	May be as per SLA (99 % up time)	

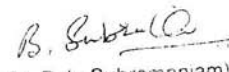
The following was also suggested for consideration and necessary amendments in the tender enquiry :

- (i) The time period of completion of work after placement of Purchase order may be within 45 days (including lying of fibre optic cable in the campus subject to the approvals by CSIR).
- (ii) The performance bank guarantee, as advance payment has to be paid to the successful bidder.
- (iii) Exploring the possibility of service contract period (minimum three to five years) so as to reduce the capital expenditure on extending / laying of Fibre optic cable in HRDC Ghaziabad campus by the successful bidder.
- (iv) Last mile through fibre optic cable with self healing network architecture.
- (v) imposition of penalty beyond the 99% uptime and removal of anomaly in penalty clause.
- (vi) Appendix, if any, to incorporate above modifications in the tender enquiry document and suitable extension of date for submission of bids (at least five working days) due to these modifications.

The meeting was ended with vote of thanks to the chair.


(Dr. Rajiv Gupta)


(Sh. Vinod Agrawal)


(Dr. Bala Subramaniam)