



HARISH-CHANDRA RESEARCH INSTITUTE
(Department of Atomic Energy, Government of India)

CHHATNAG ROAD, JHUNSI, PRAYAGRAJ (ALLAHABAD) – 211019

TENDER NOTICE NO. HRI/07/2020 DATED 08-09-2020

**FOR PROVIDING 150 Mbps (Bandwidth) INTERNET MANAGED
LEASED LINE CONNECTIVITY
(ON ONE SINGLE LINK)**

(Last mile on Wireless Device)

Two Bid System

TENDER DOCUMENT (PART – I & PART – II, PAGES 1-20)

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(Last mile on Wireless Device)

Sealed Tenders are invited on behalf of the Director, Harish-Chandra Research Institute, Chhatnag Road, Jhunsi, Prayagraj (Allahabad) -211019 for **providing 150 Mbps (Bandwidth) Internet Managed Leased Line Connectivity On One Single Link (Last mile on high end Wireless Device)** at HRI, Jhunsi Campus from only competent, legally and professionally eligible Class “A” (Category “A”) Internet Service Providers (ISPs) who are capable to provide the required bandwidth. The Tender Document can be obtained on cash payment of Rs.1000/-(non-refundable) from the office of the Accounts Officer, HRI, Prayagraj (Allahabad) on any working day from 10.09.2020 to 11.10.2020. **Sealed Tenders can be put into the Tender Box kept in the office of the Registrar upto 12.15 PM on 12.10.2020. The technical bid of the tender will be opened on the same day 12.10.2020) at 12.30 PM. Tender Document can also be downloaded from the HRI website <http://www.hri.res.in/tenders/> under Tenders heading.** Downloaded Tender Document must carry DD/Banker’s cheque of Rs. 1000/- (non-refundable) as tender cost. For any technical enquiry or for site inspection, vendors may contact Systems Manager, HRI during office hours on telephone no. 0532-2274395. Director, HRI has the right to reject, cancel any or all bids without assigning any reason thereof.

REGISTRAR, HRI

NOTICE INVITING TENDER

Harish-Chandra Research Institute, (hereinafter referred to as the “Institute”) an Educational and Research Institute of National and International fame under Department of Atomic Energy, Govt. of India, invites sealed tender from well-established Internet Service Providers (ISPs) having relevant experience, in two bids format (1. Technical 2. Financial) for providing dedicated 150 Mbps Internet bandwidth on one single link (1:1 full duplex contention ratio, Symmetric, uncompressed and unshared link with last mile on wireless and from wireless to one router / router equivalent device having Gigabit Ethernet port and from router to one 24 port Gigabit Ethernet switch), with 1:1 full duplex for HRI, Prayagraj (Allahabad) committed access rate till ISP International Gateway with redundant backup. ISP should have local peering for national traffic. Traffic should be routed to Secondary International Gateway once the primary fails on self-healing method.

The ISP shall provide the 150 Mbps bandwidth (1:1 full duplex contention ratio, Symmetric, uncompressed and unshared link with last mile on wireless) Internet Managed Leased Line Connectivity on one single link in the Institute for a period of initially Five years and may be further extended for Two years on mutually agreed terms and conditions based on the requirement of Institute unless it will stand cancel on expiry of the contract or on written notice of 90 days from either side. The tenderer shall be required to deposit earnest money (EMD) for an amount of Rs. 80,000/- (Rupees Eighty Thousand only) refundable and non-refundable tender fee for an amount of Rs. 1000/- (Rupees One Thousand only) by way of demand draft only. The demand draft shall be drawn in favour of “Harish-Chandra Research Institute, Prayagraj” payable at Prayagraj. **The demand drafts for earnest money deposit & tender fee must be enclosed in the envelope containing the technical bid.**

Offers in financial bid should be written in English and price should be written in both figures and words. The offer should be typed or written in pen ink or ball pen; use of pencil will not be acceptable. The relevant supporting document(s) as mentioned or required should be enclosed along with the offer.

Envelopes of technical bid & financial bid should be individually sealed and then be placed in a third envelope, sealed and super-scribed with tender number, due date of submission. Bid(s) received beyond last date of bid submission will be rejected. No tender will be entertained by E-mail / FAX.

The tender shall be submitted in a sealed envelope bearing the following reference on the top left hand corner: “Tender Notice No. HRI/07/2020 dated 08/09/2020, Subject: Tender for providing Internet Managed Leased Line Connectivity (Last mile on wireless device) for 150 Mbps addressed to:

The Registrar
Harish-Chandra Research Institute
Chhatnag Road, Jhunsi, Prayagraj (Allahabad) 211 019
U.P. India

The last date of submission of tender is 12.10.2020 by 12:15 PM. Technical bid will be opened on **12.10.2020 at 12:30 PM** at Harish-Chandra Research Institute, in the presence of the tenderer(s) or their authorized representative(s) who are present at the scheduled time.

At any time prior to the deadline for submission of bid, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer(s), modify the tender document by amendment.

The amendment will be published on Institute website. In order to afford prospective tenderer(s) reasonable time in which to take the amendment into account in preparing their bid, the Institute may, at its discretion extend the deadline for the submission of tender.

Date and time of opening of financial bid(s) will be decided after technical bid(s) have been evaluated by the Institute. Financial bid(s) of only those tenderer will be opened who qualify the technical evaluation, on the specified date and time. The date, time & place of opening of the financial bid(s) will be intimated in due course of time.

The tenderer(s) are requested to read the tender document carefully and ensure compliance with all instructions herein. Non-compliance of the instruction contained in this document may disqualify the tender from the tendering exercise.

The tender document duly signed and stamped on each pages shall be submitted in original with the Technical bid as a proof to confirm the acceptance of the entire term & conditions of tender.

In the event of the due date of receipt and opening of the tender being declared as holiday for the Institute, then due date of receipt / opening of the tender will be the next working day at the same time.

Any amendment and / or addition made to the tender are not permissible after opening of the tender, Incomplete tenders will be rejected.

The Institute reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to award of contract without assigning any reason whatsoever.

INSTRUCTIONS TO TENDERER

Tender should be submitted in two parts, Part – I (Technical Bid) & Part – II (Financial Bid). The envelope of Part – I should be super scribed as “Tender for Providing the Internet Managed Leased Line Connectivity, Part – I Technical Bid” and the envelope of Part – II should be super-scribed as “Tender for Providing the Internet Managed Leased Line Connectivity, Part – II Financial Bid”.

PART – I: TECHNICAL BID:

1. ELIGIBILITY CRITERIA:

- The Internet Service Providers (ISP's) hereby also referred as Service Provider that fulfill the following requirements shall be eligible to apply.
- 1.1 The ISP should provide end to end connectivity on its own network. The last mile should be through wireless device which will be terminated through a router / router equivalent device having Gigabit Ethernet port and from router to one 24 port Gigabit Ethernet switch for LAN connectivity. The connectivity from HRI Computer Centre to the ISP's nearest base station should be through high end wireless device and then onward through redundant multipath optical fiber cable. The whole 150 Mbps (Bandwidth) Internet Managed Leased Line Connectivity should be on one single link by a **high end wireless device** capable of handling more than the required 150 Mbps bandwidth (1:1 full duplex contention ratio, Symmetric, uncompressed and unshared link with last mile on wireless). ISP should submit the diagram of entire network path in support of redundancy.
 - 1.2 The bidder shall have an experience in providing International Internet Bandwidth (Last mile on wireless). The list of existing educational customers / Government departments (minimum three or more) of Internet Bandwidth 50 Mbps or more with effect from 2012 should be provided along with supply orders and satisfactory performance reports. Minimum list of 3 or more customers to be provided.
 - 1.3 The ISP would ensure that the local loop provisioning does not violate regulations as laid by Government of India / TRAI in respect of such links/ networks. Bidder will be responsible for making all the payments towards the local loop charges/rentals/WPC Charges etc.
 - 1.4 ISP should have fully resilient and self-healing network architecture on fiber medium for its international backbone either owned or hired. In case ISP's international backbone uses the infrastructure of other licensed ILDOs, the ISP must indicate the capacity available through these other providers' networks as well as provide the existing Service Level Agreement (SLA) with all involved providers.

- 1.5 The ISP must have the Category “A” (class “A”) Internet Service Provider (ISP) license / UASL License issued from the Department of Telecommunication, Govt. of India and must have requisite infrastructure and resources to successfully execute the project and provide services in Institute. Self-attached valid license copy of DOT license certificate and Infrastructure details must be enclosed with the technical bid.
- 1.6 The ISP must have a fully functional Customer Service Center(s) in this region, which is fully operational 24X 365 days. List of Customer Service Center(s) must be enclosed with the technical bid.
- 1.7 The ISP has adequate bandwidth at the backend to provide the desired bandwidth in Institute. Supporting document must be enclosed with technical bid.
- 1.8 The ISP should have direct peering connectivity with Tier 1 carriers to minimize numbers of hops and latency thereof, to international destinations.
- 1.9 The ISP should have a software tool/method to measure the Internet Bandwidth provided by the bidder.
- 1.10 The tenderer should not have been debarred and /or blacklisted by any Central Government /or any State Government Department(s). An affidavit to that effect on Non-Judicial Stamp paper of Rs.10/- duly notarized shall be enclosed with the technical bid. The Performa of the affidavit is attached with the tender as **Annexure-A**.
- 1.11 The tenderer shall be required to submit the earnest money deposit (EMD) for an amount of Rs.80,000/-(Rupees Eighty Thousand only) refundable and non-refundable tender fee for an amount of Rs. 1000/-(Rupees One Thousand only) by way of demand draft only. The demand draft shall be drawn in favour of “Harish-Chandra Research Institute, Prayagraj” payable at Prayagraj. **The demand drafts for earnest money deposit & tender fee must be enclosed in the envelope containing the technical bid.**
- 1.12 The tenderer shall submit one copy of the tender document and addenda thereto, if any, with each page of this document signed and stamped to as a proof to confirm the acceptance of entire terms & conditions of the tender by the tenderer.
- 1.13 **Only Class “A” ISPs / UASL License ISPs are allowed to participate in the Bid. Bids from System Integrators / dealers will not be entertained.**
- 1.14 The installation of Wireless Device and aviation light will have to be installed on the tower by a well-trained, qualified and authorized / licensed person of the party to whom 150 Mbps bandwidth work order is awarded with all safety measures to climb on the tower top. For any untoward incident HRI will not be responsible and the sole responsibility will be on the party to whom 150 Mbps bandwidth work order is awarded. The bidder has to submit an undertaking along with the Technical Bid regarding the same.

- 1.15 The ISP should supply, install and test the adequate aviation light (Red) with sufficient intensity along with the adequate electrical power cable covered under PVC pipe/channel (approximately 50 meter) on the top of the existing 18 meter tower on the roof of the 2nd floor of the HRI main building. The ISP should include the cost of the aviation light, power cable, PVC pipe etc. in the one-time installation and commissioning charges and its maintenance charges for the entire contract period to be included in the total cost for five years in the financial bid. The installation of Wireless Device and aviation light will have to be installed on the tower by a well-trained, qualified and authorised / licensed person of the party to whom 150 Mbps bandwidth work order is awarded with all safety measures to climb on the top of the tower. For any untoward incident HRI will not be responsible and the sole responsibility will be on the party to whom 150 Mbps bandwidth work order is awarded.
- 1.16 The party to which the work order will be awarded will have to submit an undertaking on their letter head that they will serve all the terms and conditions including technical parameter throughout the contract period as an SLA (Service Level Agreement).
- 1.17 **The tenderer has to submit a solvency certificate of Rs. 20 Lakh.**

The bid of any tenderer who has not complied with one or more of the conditions of eligibility criteria and / or fail to submit the required documents as required / or mentioned in tender document are liable to be summarily rejected.

The Institute reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to the award of contract without assigning any reason whatsoever.

2. EARNEST MONEY DEPOSIT:

The tenderer shall be required to deposit the earnest money for an amount of Rs. 80,000/- (Rupees Eighty Thousand only) refundable and non-refundable tender fee for an amount of Rs. 1000/- (Rupees One Thousand only) by way of demand draft only. The demand draft shall be drawn in favour of "Harish-Chandra Research Institute, Prayagraj" payable at Prayagraj.

The demand drafts for earnest money deposit & tender fee must be enclosed in the envelope containing the technical bid. Any technical bid without the demand drafts of earnest money deposit and tender fee is liable to be rejected. The Institute is not liable to pay any interest on such amount. Earnest money deposit shall be forfeited, if the tenderer withdraws its bid during the period of tender validity.

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

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

3. LOCAL CONDITIONS:

It shall be the responsibility on each tenderer to fully inform / acquaint / familiarized itself with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract. All tenderer(s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions.

The Institute shall presume that the tenderer has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by Institute, on the basis of any non-clarity of information about local conditions being pleaded by the tenderer. Further, no claim for financial adjustment being made by the contract awarded on this tender document will be entertained by the Institute.

4. VALIDITY:

Quoted rates must be valid for a period of 180 days from the stipulated last date of submission of bid. The overall offer for the assignment and tenderer(s) quoted price shall remain unchanged during the period of validity. In case the tenderer(s) withdraws, modifies or changes his offer during the bid validity period, the earnest money deposited paid by him shall be forfeited without assigning any reason thereof. The tenderer(s) should be ready to extend the validity, if required.

5. INSTALLATION & COMMISSIONING:

Project will be completed within 45 days from the date of issue of the Letter of Intent (LOI) / Work order. All the aspects of safe delivery, installation, commissioning and uplink of the connectivity shall be the exclusive responsibility of the Service Provider. The period of the completion of the Installation and Commissioning should be adhered to as will be mentioned in the award of contract / work order.

If the Service Provider fails to uplink the connectivity by the specified date, then the penalty at the rate of 0.5% per week of the total order value / cost for 5 years subject to maximum of 5% of total order value / cost of 5 years will be imposed.

In case the penalty reaches the maximum 5% and the work is not completed, in that case HRI may give 5 days deadline to the party to complete the work and in case the work is not even completed within the 5 days deadline period HRI has the right to cancel / terminate the work order. In such cancellation / termination of the work order HRI will not be responsible for any type of loss including the financial loss to the party to whom work order was given.

6. PAYMENT TERMS & CONDITIONS:

Bandwidth charges shall be payable on quarterly basis at the end of the each quarter, for this the Service Provider will raise the bill at the end the each quarter. The 1st quarter will start from the day and date of successful installation and commissioning of the 150 Mbps link mentioned in the installation report signed by the contractor and HRI. Payment will be made on quarterly (3 months) basis on completion of each quarter (3 months). Quarterly charges will be calculated by equally dividing the 5 year cost into per month cost and then calculating the per quarter (3 months) cost, i.e.

$$\text{Quarterly charges} = (\text{Five year cost} / 60 \text{ (months)}) \times 3 \text{ (months)}$$

7. CONTRACT PERIOD:

The contract period for providing 150 Mbps bandwidth (1:1 full duplex contention ratio, Symmetric, uncompressed and unshared link with last mile on wireless) Internet Managed Leased Line Connectivity on one single link (Last mile on high end Wireless Device) to the Institute would be initially for Five year and may be further extended for Two years on mutually agreed terms and conditions based on the requirement of the Institute unless it will stand cancel on expiry of contract or on written notice of 90 days from either side. The contract of 150 Mbps Internet bandwidth can be terminated by either side (by ISP or by HRI) by serving 90 days' notice in writing. However, termination of contract due to any reason such as termination for insolvency, termination due to feasibility, termination due to bankruptcy, termination due to non-performing and contractor's involvement in corrupt and fraudulent practice etc. will result in forfeiting the full PBG amount without assigning any reason thereof.

The agreed base price without taxes would be applicable throughout the contract period. No hike in base price would be admissible; however, if the base prices are reduced on any account, benefit of the same should be passed on to Institute. The taxes part may be increased or decreased as per the prevailing Government rates/policies and that prevailing taxes will be applicable at the time of invoicing.

8. TENDER PREPARATION COST:

The tenderer shall solely bear all costs associated with the preparation and submission of the bid, including the site visit etc. The Institute shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the tender process. In no case such costs shall be reimbursed by the Institute.

9. PART – II (FINANCIAL BID):

- a) Financial bid should be in the format enclosed with tender as **Annexure “B”** in separate sealed cover. Failure to provide price bid in a sealed separate cover will result in invalidation of the offer.
- b) The bid should be clearly filled or typed and signed in ink legibly giving full address of the tenderer. The tenderer should quote the price in figures as well as in words the amount tendered by him. Alteration if any, unless legibly attested by the tenderer with his full signature, shall invalidate the tender. The Tender should be duly signed by the authorized persons. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.
- c) Service Tax or any other taxes and Education Cess will be paid extra as applicable.

10. TENDER EVALUATION:

Institute will evaluate all the proposals to determine whether these are complete in all respects as specified in the tender document. Evaluation of the proposals shall be done in two stages as:

(a) Stage – I (Technical Evaluation):

- (i) Institute shall evaluate the technical bid(s) to determine whether these are qualifying the essential eligibility criteria, whether the tenderer has submitted the EMD & tender fee, whether any computational errors have been made, whether all the documents have been properly signed & stamped, whether all the documents as mentioned / or required to be submitted with technical bid are submitted and whether bids are completed and generally in order.
- (ii) After evaluation of technical bid(s), a list of the qualifying tenderer(s) shall be made. Short-listed tenderer(s) shall be informed of the date, time and place of opening of financial bid(s) and they may attend or depute their authorized representative/s to attend the opening of financial bid(s) on the scheduled date & time. The representative(s) should have a letter of authority to attend the price bid(s) opening event.

(b) Stage – II (Financial Evaluation):

- (i) The financial bid(s) shall be evaluated on the basis of the total cost quoted by the tenderer.

11. AWARD OF CONTRACT:

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

12. COMMENCEMENT OF CONTRACT:

The Service Provider shall commence the work from the date of receipt of acceptance of the Letter of Intent (LOI) / work order which shall be accepted by the Service Provider within not more than 7 days from the receipt of the work order or 10 days from the date of work order whichever is earlier.

13. PERFORMANCE SECURITY:

The Service Provider shall be required to furnish a Performance Security within 45 days for the date of issue of LOI / work order for an amount equal to 10% of total order value of 5 years in the form of irrevocable bank guarantee by any nationalized bank in prescribed format for the contract period of five year + 90 days.

In case the period of contract is extended further by the Institute in consultation with the Service Provider, the validity of Performance Security shall also be extended by the Service Provider accordingly so that such Performance Security shall remain valid for the entire contract period + 90 days.

Note : Termination of contract due to any reason such as termination for insolvency, termination due to feasibility, termination due to bankruptcy, termination due to non-performing and contractor’s involvement in corrupt and fraudulent practice etc. will result in forfeiting the full PBG amount without assigning any reason thereof.

14. SERVICE PROVIDER OBLIGATIONS:

1. The Service Provider shall be responsible for providing 150 Mbps bandwidth (1:1 full duplex contention ratio, Symmetric, uncompressed and unshared link with last mile on wireless) Internet Managed Leased Line Connectivity on one single link (Last mile on high end Wireless Device) at Institute at all the time throughout the contract period.
2. The Service Provider shall be responsible for installation, commissioning and configuring of hardware and uplink of connectivity. The ISP will maintain all the equipment to

provide Internet Services till HRI, Computer Centre for efficient running at all times of the contract.

3. Liasoning (if required) with other firm(s) for obtaining point to point connectivity between ISP node and Institute, shall be the responsibility of the Service Provider.
4. The Service Provider would ensure that the local loop provisioning does not violate any regulations as laid by Government of India / TRAI in respect of such links / networks. Service Provider shall be responsible for making all the payments towards the local loop charges / rentals / WPC charges etc.
5. The Service Provider will do preventive maintenance once a quarter for upkeep of the systems running. The schedule will have to be adhered to strictly by him.
6. HRI will not purchase any Hardware and ISP will have to provide all the required hardware on latest technology from time to time and will also be fully responsible for its maintenance. All such Hardware will remain the property of ISP and will be returned by HRI to ISP once the contract is over or terminated.
7. The tender is being invited for selecting an alternative Internet Service Provider (ISP) for Redundancy / Backup of HRI primary NKN Internet link, BSNL, being the existing media provider for 1 Gbps link via NKN to HRI, shall not be eligible for participating in the present tendering process.
8. M/s Reliance Communications Limited who has denied continuing the services shall not be eligible for participating in the present tendering process. In case M/s Reliance Communications Limited submits the bid in this tender, the bid will be treated invalid and will be rejected.
9. The ISP should supply, install and test the adequate aviation light (Red) with sufficient intensity along with the adequate electrical power cable covered under PVC pipe/channel (approximately 50 meter) on the top of the existing 18 meter tower on the roof of the 2nd floor of the HRI main building. The ISP should include the cost of the aviation light, power cable, PVC pipe etc. and its maintenance charges for the entire contract period in the total cost for five years in the financial bid. The installation of Wireless Device and aviation light will have to be installed on the tower by a well-trained, qualified and authorised / licensed person of the party to whom 150 Mbps bandwidth work order is awarded with all safety measures to climb on the top of the tower. For any untoward incident HRI will not be responsible and the sole responsibility will be on the party to whom 150 Mbps bandwidth work order is awarded.
10. The party to which the work order will be awarded will have to submit an undertaking on their letter head that they will serve all the terms and conditions including technical parameter throughout the contract period as an SLA (Service Level Agreement).

15. SERVICE LEVEL AGREEMENT:

1. The Service Provider shall provide the 150 Mbps bandwidth (1:1 full duplex contention ratio, Symmetric, uncompressed and unshared link with last mile on wireless) Internet Managed Leased Line Connectivity on one single link (Last mile on high end Wireless Device) at all the time (24X365) at Institute.
2. **To provide Internet Router Port at ISP Gateway for required Bandwidth and minimum subnet of 16 Public IP addresses (IPV4) including Reverse Lookups configured at these IPs. ISP has to provide minimum 16 IPs of IPV6 as and when required by HRI.**
3. **The Service provider should provide services including reverse lookups and registration for both IPV4 and IPV6. The Service Provider should also provide IP-delegation in case HRI runs its own DNS for allotted public IPs.**
4. Packet Losses: Less than 1 % (Average over 1000 ping) at any given point of time to any part of globe.
5. Latency: Less than 350 ms from The Institute to ISP's Tier 1 peering point. Latency will be randomly checked at any point.
6. Network Availability (uptime): More than 99.5 % per month.
7. Border Gateway Protocol (BGP) implementation in the Internet link.
8. Reports for performance, monitoring / usage to be submitted by the ISP on quarterly or monthly basis or as per requirement of the Institute.
9. The Service Provider should indicate their SPAM control mechanism and traffic routing mechanism.
10. The ISP should ensure the maximum uptime of the link. In case of any fault in the link, the response time for attending the faults should be immediate from the time link goes down and reported by the contractor's automated link monitoring system or reported by HRI. The services shall be provided 24 X 7 days in a week.
11. **Redundant Path:** Service provider need to ensure operational uplink on the multiple redundant paths with the self-healing system all the time. ISP should submit the diagram of entire network path in support of multiple redundancy.
12. If the internet service remains down for any reason (technical/nontechnical), the penalty will be charged as follows:

Downtime penalty in % of monthly cost (calculated from the total 5 year cost of the contract, i.e. Monthly Cost (Rs.) = Total 5 Year Cost / 60 months):

Bidder should give uptime guarantee of 99.5% on monthly basis. In case uptime falls below the guaranteed level, Institute shall be entitled to impose LD. Levi of LD is without prejudice to other rights and remedies available under this agreement. LD will be calculated as under.

S.No.	Uptime in % (on monthly basis for calculation)	Penalty in % of monthly cost (calculated from the total 5 year cost of the contract, i.e. Monthly Cost (Rs.) = Total 5 Year Cost / 60 months):
1.	>= 99.5%	0 %
2.	> 99 < 99.5 %	2 %
3.	> 98.5 < 99 %	5 %
4.	> 98 < 98.5 %	10 %
5.	> 95 < 98 %	20 %
6.	> 90 < 95 %	40 %
7.	< 90 %	100 %

Further if the number of link down instances during the month exceed 3 times or more, the additional penalty of 10% of the monthly charges will be applicable over and above the downtime penalty as mentioned above. Institute also reserves the right to terminate the link in such case.

13. Calculation of uptime % and % of penalty will be on monthly basis and deduction of penalty amount for the downtime will be made from the quarterly bills. Percentage of Penalty will be calculated and deducted from the monthly base price excluding tax / GST part.
14. Uptime calculation: Uptime shall be calculated as $(\text{Total Time} - \text{Down Time}) \times 100 / \text{Total Time}$. Deduction of payment will be made for downtime in the quarterly bills raised by the ISP (service provider).
15. Downtime due to the following situations will not be considered for the purpose of penalty:
 - i. Link down due to the power failure at HRI site.
 - ii. Due to schedule maintenance by the Service Provider, with prior information to Institute.
 - iii. Scheduled down time mutually agreed to be excluded from the calculation of uptime.
 - iv. Down time due to force majeure.
 - v. Any downtime, other than mention in item as above will be excluded for the calculation of uptime, if mutually agreed in writing by the bidder and HRI.
16. Mean Time to Repair (MTTR), Packet loss and Link failover will be calculated from third party Network Management System (NMS)/Service and Support System provided and run by the Service Provider. The third party Network Management System (NMS)/Service and Support System run by the service provider should be accepted by HRI.
17. The contractor should run an online portal which should have all the details regarding the

downtime. The online portal should be available and accessible to HRI authorized person(s). The online portal should keep the updated records of downtime (date and time), uptime (date and time), total downtime period and there should be a provision in the online portal that authorized person(s) of HRI can write its remark / comment for each and every downtime occurrence. The proposed format of the online portal may be as given below:

S.No.	Complaint ID	Downtime and date	Uptime and date	Total downtime in minutes	HRI Remark / acceptance (edited by HRI authorized person only)
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The online portal should have the feature to view and generate reports of the downtime (date and time), uptime (date and time), total downtime period in daily, monthly, quarterly and yearly basis and also in between from and to dates, as and when required and this should be available for the complete contract period.

18. All repairs and maintenance of the equipment installed for the provisioning of services, the equipment remains under the control of service provider during the concurrency of the service contract.
- 19. Sub-contracting or sub-letting: The bidder is prohibited from sub-contracting or sub-letting of the work to any other agency.**
20. Cancellation / Termination of the contract by HRI, Allahabad: In cases where the contractor fails either to accept the order or to acknowledge the order without any preconditions within the stipulated time or fails to start the work according to the work schedule or fails to ensure satisfactory progress of the work, HRI reserves the right to cancel / terminate the contract by giving one-month notice at the cost and risk of the contractor.
21. In case HRI finds the performance of the link not up to the satisfaction during the entire contract period, HRI reserves the right to terminate the contract anytime by serving 90 days' notice and that will be binding to the service provider to accept the termination order issued by HRI. Termination due to non-performing will result in forfeiting the full PBG amount without assigning any reason thereof.
22. In case of any fault in the service, the report from the Computer Centre of HRI shall be final.

16. PROBLEM REPORTING:

- (A) The required 150 Mbps bandwidth (1:1 full duplex contention ratio, Symmetric, uncompressed and unshared link with last mile on wireless) Internet Managed Leased Line Connectivity on one single link (Last mile on high end Wireless Device) link is a managed link, hence there should be a mechanism of automated monitoring (24x365) of

the Internet link by the ISP (Service Provider) and in case of any problem in the link, the mechanism should auto generate the e-mail for the network operating team of the Service Provider and for the HRI person in-charge with the nature of the problem and the estimated time for the restoration of the link (ETR). The ISP (Service Provider) shall never be dependent upon the customer for reporting the problem in the link. All the downtime related data should be maintained on the online portal.

- (B) Complaint registration should also be communicated directly with the designated contacts and should be followed with emails. No TOLL FREE reporting mechanism should be entertained.
- (C) E-mail reporting system should indicate the reference No: and the complaint rectification updates should be followed in specified time.
- (D) Details of separate designated personals for each of the issues related with Technical Billing (Accounts), Sales (Market) with the escalation matrix in that division should be intimated to HRI, Systems Manager who will be the nodal point of contact.
- (E) Updated list of complete Escalation matrix should be intimated periodically.
- (F) Periodic service utilization reports should be sent by e-mail and the data should be maintained by the service provider till the contract period.

17. FORCE MAJEURE:

- a) The Service Provider shall not be liable for forfeiture of its earnest money / performance security deposit, liquidated damages, or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

18. ARBITRATION:

In case of any dispute or difference arising out of or in connection with the tender conditions / job order and Contract, the Institute and the Service Provider will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Institute.

The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Allahabad only. The decision of the Arbitrator shall be final and binding on both the parties.

19. JURISDICTION:

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

20. CLARIFICATION:

The prospective tenderer(s) requiring any clarification regarding the tender document are requested to contact Systems Manager HRI, at sanjai@hri.res.in.

At any time prior to the deadline for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer(s), modify the tender document by amendment.

The amendment will be published on Institute website. In order to afford prospective tenderer(s) reasonable time in which to take the amendment into account in preparing their bid, the Institute may, at its discretion extend the deadline for the submission of Tender.

Tenderer should take into account any corrigendum / addendum published on the tender document before submitting their bids. All such corrigendum / addendum will be placed on HRI website <http://www.hri.res.in/>. Intending tenderers are advised to visit the HRI website for regular update. HRI shall not be responsible for the ignorance of the corrigendum / addendum and any other notice related to the tender.

Note:

1. Institute may publish another tender for acquiring Internet Bandwidth for redundancy purpose in near future, in which the party who are awarded the contract through this tender may not be allowed for participation. Director HRI reserves the right to allow or disallow in this regard.
2. The tender is being invited for selecting an alternative Internet Service Provider (ISP) for Redundancy / Backup of the primary NKN Internet link, BSNL, being the existing media provider for 1 Gbps link via NKN to HRI, shall not be eligible for participating in the present tendering process.
3. M/s Reliance Communications Limited who has denied continuing the services shall not be eligible for participating in the present tendering process. In case M/s Reliance Communications Limited submits the bid in this tender, the bid will be treated invalid and will be rejected.
4. The bidders are requested to submit the consolidated compliance sheet of all the points mentioned in the point no. 1 on page 5 of Technical bid "Eligibility Criteria" along with the supporting documents.

21. TERMINATION CLAUSE:

The contract of 150 Mbps Internet bandwidth can be terminated by either side (by ISP or by HRI) by serving 90 days' notice in writing. However, termination of contract due to any reason such as termination for insolvency, termination due to feasibility, termination due to bankruptcy, termination due to non-performing and contractor's involvement in corrupt and fraudulent practice etc. will result in forfeiting the full PBG amount without assigning any reason thereof.

Corrupt and fraudulent practice: As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the execution of this RIP and subsequent contract(s). In this context, the bidders to note the following:

- a) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- b) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Institute and includes collusive practice among bidders (prior to or after bid submission) design to establish bid prices at artificial no-competitive levels and to deprive the Institute of the benefits of free and open competition.
- c) "Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process ;
- d) "Undesirable Practice" means (i) Establishing contact with any person connected with or employed or engaged by the Institute with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a conflict of interest; and
- e) "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.
- f) The Institute reserves the right to declare a bidder ineligible for a period of three years to be awarded a contract, if at anytime it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Annexure – A

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.

(To be executed & attested by Public Notary / Executive Magistrate on Rs.10/-non judicial Stamp paper by the Tenderer)

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

Or

I / We _____ (Tenderer) hereby declare that the Firm /agency namely M/s. _____ was as blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

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

In addition to the above Director, HRI, Allahabad, will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

Attested:

(Public Notary / Executive Magistrate)

Name _____ Address _____

Annexure –B
PART – II – FINANCIAL BID
Format for Financial Bid (in separate sealed envelope)

S. No.	Particular	Price in INR
1.	Total Charges for FIVE (5) Years (Inclusive of all required hardware, software and aviation light. (for 150 Mbps (Bandwidth) Internet Managed Leased line connectivity, 1:1 full duplex contention ratio, Symmetric, uncompressed and unshared link with last mile on wireless, including installation, commissioning, management and yearly maintenance charges of Managed Leased Line Internet connection on wireless.)	
2.	Taxes (as applicable) (Mention the percentage of the taxes/GST also)	
	Total (Net Amount, 1+2)	
	Total (Net Amount) in words for FIVE Years	

- Selection of lowest bidder will be decided on the basis of Total (Net Amount) for Five Years.
- Payment will be made on quarterly (3 months) basis on completion of each quarter (3 months). Quarterly charges will be calculated by equally dividing the 5 year cost into per month cost and then calculating the per quarter (3 months) cost, i.e.

Quarterly charges = (Five year cost / 60 (months)) x 3 (months)

- Note:**
- a) Indicate Not Applicable (NA), if any section (in this format) which is not applicable.
 - b) The agreed base price without taxes would be applicable throughout the contract period. No hike in base price would be admissible; however, if the base prices are reduced on any account, benefit of the same should be passed on to Institute. The taxes part may be increased or decreased as per the prevailing Government rates/policies and that prevailing taxes will be applicable at the time of invoicing.
 - c) The rates quoted are FOR at destination and should be in Indian rupees only. Price must be quoted both in figures and in words. In case of a discrepancy in the two, price quoted in words will be taken as valid.
 - d) Any drop in the charges / tariff of leased line or Internet port access during the contract period shall be passed on to Institute.
 - e) Any increase in bandwidth needed would be on pro-rata basis. However, Institute shall place the order for required additional bandwidth as and when required by giving a written request to the Tenderer. Institute may require some additional links for its off-campus hostels at different locations in the city on pro-rata basis / justified rates for which HRI will ask for a separate offer and shall place separate work order for the required bandwidth on mutually agreed terms and conditions.
 - f) We have gone through the terms & conditions stipulated in the Tender Document and confirm to abide by the same.
 - g) No other charges would be payable by the Institute.

Place: Date:

Signature of Authorized Person & Seal