



CSIR-CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS
(Council of Scientific & Industrial Research)
PO: CIMAP, Lucknow – 226015

COVER PAGE

e-TENDER DOCUMENT

Name of Work: e-Tender for 20 Mbps (1:1) dedicated, uncompressed leased line internet connection on fiber optic link at CSIR-CIMAP, Lucknow



CSIR-CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS
(Council of Scientific & Industrial Research)
PO: CIMAP, Lucknow – 226015

Name of Work:e-Tender for 20 Mbps (1:1) dedicated, uncompressed leased line internet connection on fiber optic link at CSIR-CIMAP, Lucknow

CONTENTS

Sl. No.	Description	No. of Pages
1.	Cover Page	1
1.	Contents	2
2.	Notice Inviting Tender	3
3.	Important Term & Conditions	4
4.	Critical Data Sheet	5
5.	Technical specifications and other important requirements	6-9
6.	Terms and Conditions	10-12
7.	Schedule of Contract Value/Service Charge Rate- Form I (Price Bid)	13
8.	Particulars of party – Form II	14
9.	Experience Certificate- Form III	15
10.	Annexure – B (Agreement to be executed on award of contract)	16-20
11.	Unconditional Acceptance of CSIR-CIMAP tender conditions	21

Note: Tenderer should confirm that they have received/downloaded all the above papers from Sl. No. 1 to 21.

Signature of Contractor

Signature of Officer
Issuing the Tender



CSIR - CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS
 (Council of Scientific & Industrial Research)
 PO: CIMAP, Lucknow - 226015

NOTICE INVITING E-TENDERS

E-TENDER FOR INTERNET SERVICES

E- tenders IN TWO BID SYSTEM (Technical and Price Bid) are hereby invited for **20 Mbps (1:1) dedicated, uncompressed leased line internet connection on fiber optic link at CSIR-CIMAP, Lucknow** from those Internet service provider bidders whomust have Category “A” ISP and minimum of 5 years of experience in similar nature of work with Centrally Funded Government organizations (like R&D Labs such as CSIR, DRDO, C-DOT, ERNET etc., Centrally funded Technical Institutes, Autonomous bodies etc.). Attach the supporting documents for the same.

Institute/Place and Area	Name of the Item/Description	Quantity	Earnest Money Deposit (EMD) to be submitted along with Technical Bid
Central Institute of Medicinal and Aromatic Plants PO-CIMAP, Lucknow- 226015	20Mbps(1:1)dedicated, uncompressed leased line internet connection on fiber optic link at CSIR-CIMAP, Lucknow	01 Unit	INR
			Rs 5000/-

The Tender Documents can be downloaded from the NIC’s CPP Portal free of cost. The Tender Document can also be obtained on payment for Rs.500/- by way of DD drawn in favour of “Director, CIMAP, Lucknow”, payable at Lucknow. Tenders submitted as per the terms & conditions mentioned in Bid/Tender Document only will be accepted. In case tender document is downloaded from CIMAP website directly by vendor, no tender document fee is chargeable.

The tendering process in on line at CPP-portal URL <http://etender.gov.in./eprocure/cimap>

Sl. No.	Tender No.	Estimated Cost (Rs.)	Duration of Contract	Earnest Money deposit (Rs.)	Publish Date	Bid document downloaded/sale start date	Bid submission end date	Bid opening date
1	CIMAP/Internet/Services-2019-MP (Adm.)	2,50,000/-	One year	5,000/-	23.07.2019	23.07.2019	02.08.2019	06.08.2019

Important Dates & Points to remember:

- (i) Tender Fee Rs. 590/- (Including GST @18%) to be paid through DD in favour of Director, CIMAP, Lucknow
- (ii) The earnest money of Rs. 5,00.00 by Account payee Demand Draft from a nationalized/commercial bank drawn in favour of Director, CIMAP, Lucknow.

The Director, CIMAP reserves the right to award contract for the above services either to one party or more than one party. He also reserves the right to reject any or all the tenders without giving any notice or assigning any reason. The decision of the Director, CIMAP Lucknow in this regard shall be final and binding on all.

Controller of Administration



CSIR - CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS
 (Council of Scientific & Industrial Research)
 PO: CIMAP, Lucknow – 226015

IMPORTANT TERMS& CONDITIONS

Mode of Payment	<ul style="list-style-type: none"> Rental payment will be calculated on monthly basis, based on the performance and efficiency of network availability. The bidder has to raise /produce/generate the bill on quarterly basis, only after the completion of each quarter. If CSIR-CIMAP decides to terminate /cancel the PO/award after the completion of any job/services then the payment will be made for only completed job/work/module/services.
Earnest Money	The firm shall deposit EMD for an amount of Rs. 5,000/-in the form of an Account Payee Demand Draft from a Nationalized /commercial bank in favour of ' The Director, CIMAP, Lucknow ' along with the Technical Bid. The Bid Security will remain valid for a period of ninety days beyond the final bid validity period. EMD shall be forfeited, if the successful bidder fails to sign the formal agreement and start the work within the specified period or neglects to execute the Contract. EMD can also be forfeited, if the tenderer submits false/fraud documents.
Subsequent Retention	Earnest Money deposited with the tender will be treated as a part of thesecurity deposit onward of work
Security Deposit	The Tenderer shall be required to deposit 10% of the estimated value of the work awarded to him in the form of FDR/DD. This security money will be refunded after satisfactory completion of services. The security money will be forfeited in case the contractor fails to execute the works as per the terms & conditions of the agreement leading to midway termination of the contract. This security deposit shall not carry any interest
Conditional bids	Conditional bids will be summarily rejected
Duration of Contract for providing internet services:	<p>a) The contract duration for providing the Internet Leased Line Connectivity at CSIR-CIMAP would be initially for one-year from the date of successful implementation of the Internet connectivity and the agreed cost would be applicable throughout the contract period. No hike in price would be admissible; however, if the prices are reduced on any account, benefit of the same shall be passed on to the Institute with immediate effect.</p> <p>b) The service period will be for initially 1 Year and it may be renewed up to maximum of 3 years on yearly basis (with the same terms & conditions, if the services provided are satisfactory and mutually agreeable to both parties. However, If there is any trend of reduction in lease bandwidth charges in India as per TRAI guidelines/Government notification, proportionate reduction in rental charges shall be done for CSIR-CIMAP by the service provider.</p>
Upgrade & Price reduction	<ol style="list-style-type: none"> Any upgradation in technology shall be made available to CSIR-CIMAP without any additional cost. If there is any trend of reduction in lease bandwidth charges in India as per TRAI guidelines/Government notification, proportionate reduction in rental charges shall be done for CSIR-CIMAP by the service provider.
Jurisdiction	The courts at Lucknow shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

The scanned copy of tender fee and earnest money must be uploaded and original be dropped in tender box placed in the room of section (works), CIMAP, Lucknow-226015 latest by the last date of submission of bid. The details of Demand Draft/any other accepted instruments, physically sent, should tally with the details available in the scanned copy and the date entered during bid submission time.

Two (2) envelopes shall be submitted through on line at CPP Portal by the bidder as per the following schedule:

CRITICAL DATA SHEET

Publish Date	23.07.2019
Bid Document downloaded/Sale start date	23.07.2019
Clarification start date	23.07.2019
Clarification end date	02.08.2019
Bid submission start date	23.07.2019
Bid submission end date	02.08.2019
Last date and time of submission of original Demand Draft against EMD. Tender fee & Unconditional acceptance (as annexure-C on page no. 21) of CSIR-CIMAP tender conditions	05.08.2019
Bid opening date (Envelope-A)	06.08.2019
Bid opening date (Envelope-B)	To be intimated later on through CPP Portal
Tender Fee	590/- Including GST 18%
EMD	5,000/-

The tenderer shall submit their tender only at CPP portal <https://etenders.gov.in>. /eprocure/app. Tenderer/Contractor are advised to follow the instruction provided in the tender document for on line submission of bids. Tenderers are requested to upload the digitally signed file of scanned documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned documents

Uploading of tender form in location other than specified above shall not be considered. Hard copy of tender shall not be entertained

CSIR-CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS

(Council of Scientific and Industrial Research)

PO: CIMAP, Lucknow – 226015

TECHNICAL SPECIFICATIONS AND OTHER IMPORTANT REQUIREMENTS

Instruction to bidders

1. Service Provider Obligations:

- The Service Provider shall be responsible for providing the 20 Mbps leased line internet connectivity at CSIR-CIMAP based on 1:1 ratio, at all the time (24x7x365) throughout the contract period.
- The Service Provider shall be responsible for commissioning and configuring of hardware and uplink of connectivity.
- Liaisoning (if required) with any other agency/organization(s) for providing point to point connectivity between ISP node and Institute, shall be the sole responsibility of the Service Provider.
- The Service Provider should provide all necessary equipment for connectivity along with details of make and model of equipment, if any.
- The Service Provider shall be responsible for provisioning end to end solution
- The Service Provider should provide the tool to monitor the bandwidth / network performance without additional cost.
- 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.

2. Service Level Guarantee:

- Service Provider should provide minimum subnet of 08 Public IP addresses at CSIR-CIMAP, including Reverse Lookups configured at these IP's.
- Packet Losses: Less than 1 % (Average over 1000 ping) at any given point of time to any part of Country / ISP Internet gateway.
- Latency: Less than 100ms from the Institute to ISP's tier one peering point. Latency can be randomly checked on daily basis. In case of non-adherence latency limit, the link will be considered as down with effect from time of detection until the same is restored.
- Network Availability: More than 99.50 % uptime per month will be considered as satisfactory services.
- Reports for performance, monitoring / usage to be submitted by the ISP on monthly basis or as per requirement of the Institute.
- Uptime Calculation (in Percentage): Uptime shall be calculated as (Actual Uptime Hours / Total Uptime Hours) x 100. Payment will be calculated on monthly basis by considering the performance and efficiency in particular month.
- The Firm should ensure that minimum downtime should be maintained in all working days and office working hours of institute. A calendar will be provided for the information of all working days of institute.
- The response time for attending the faults will be 1 hour after being reported to the ISP. The ISP will rectify the faults within 3 hours failing which; the vendor will arrange temporary replacements for connectivity of the institute.

3. Downtime Penalty Clause

Downtime penalty in % of monthly payment:

S. No.	Uptime(in Percentage)	Penalty on monthly bill
1.	> = 99.50%	0 or Satisfactory Services
2.	> 99.00 to < 99.50	5% or 3 Days Service Credit
3.	> 98.50 to < 99.00	10% or 5 Days Service Credit
4.	> 98.00 to < 98.50	15% or 7 Days Service Credit
5.	> 95.00 to < 98.00	20% or 9 Days Service Credit
6.	> 90.00 to < 95.00	30% or 11 Days Service Credit
7.	< 90.00%	50% or 15 Days Service Credit

Note: Firm will be penalized in case of failure to provide satisfactory services and penalty will be imposed on basis of Percentage or Service Days Credit. Institute reserve the rights that both penalties may be charge to the vendor in case of unsatisfactory services.

Calculation of Actual Uptime % = (Actual Uptime Hours / Total Uptime hours) X 100

Definition: Total Uptime hours = No of days in month X 24

Actual Uptime Hours = Total Uptime hours – Downtime in hours in a month

Example: In the Month having total days is 31 and total down time in the same month in hours was 7 hours. In such case the Actual Uptime can be calculated as follows:

Total Uptime hours = 31 X 24 = 744 Actual Uptime Hours = 744 – 7 = 737

Actual Uptime % = (737/744) X 100 = 99 %

- Downtime due to the following situations will not be considered for the purpose of penalty:
 - Link down due to power failure or any critical situation at the institute.
 - Due to schedule maintenance by the Service Provider, with prior approval of Institute.

4. Fault Escalation Matrix

The ISP needs to provide a central helpdesk/number along with the escalation chart along with the email-ids and mobile numbers to resolve the issue during the service period

Level	Time	Person Name	Email Id	Mobile No/Landline No/Toll Free no
L1	Call Logging			
L2	1 Hour Delay			
L2	3 Hour Delay			
L4	>6Hour Delay			

5. Public IP Range:

The service provider must provide public IP Range of 8 IP addresses of /29 prefix, along with the leased line connection.

6. Local Conditions:

It shall be the responsibility on each ISP 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 may visit and make themselves thoroughly acquainted with the local site conditions.

7. Installation & Commissioning:

Project should be completed within 4 weeks from the date of issue of the work order at CSIR-CIMAP. All aspects of safe delivery, installation, commissioning and uplink of the connectivity shall be the sole responsibility of the Service Provider. If the Service Provider fails to uplink the connectivity by the specified date, then the penalty at the rate of 1% per week of the total order value subject to maximum of 10% of total order value will be deducted.

8. Acceptance Test Plan (ATP):

The acceptance test will be carried out as per mutually agreed ATP, which will be finalized after PO is issued. The link(s) will be accepted only after acceptance testing is completed as per the agreed plan and is duly signed/certified by the CSIR-CIMAP and the service provider.

9. Eligibility Criteria: Mandatory (Bidders not meeting the criteria will not be considered)

S. No	Description	Complied (Y/N)	Remarks
1	Bidder must be Category "A" ISP. The bidder (Internet Service Provider) must have a valid class 'A' category license from Dot, M/o CIT, Government of India. (Attach a copy of license).		
2	The Internet connectivity leased line should have fully dedicated (1:1), unshared & High Quality 20 Mbps symmetric bandwidth without any compression factor through Optical Fiber cable.		
3	The ISP must have minimum of 5 years of experience in similar nature of work with Centrally Funded Government organizations (like R&D Labs such as CSIR, DRDO, C-DOT, ERNET etc., Centrally funded Technical Institutes, Autonomous bodies etc.). Attach the supporting documents for the same.		

4	The firm/agency must be ISO certified and have a fully functional Customer Service Centre(s) in Lucknow, which is operational on 24x7 basis. (List of Customer Service Centre(s) must be enclosed with technical bid.)		
5	The tenderer should not have been debarred or blacklisted by any Central / State Government Department(s) and the tenderer should not have any litigation in any of the Court(s).		
6	Bidder should have valid document of GST Registration number as applicable Attach the supporting documents for the same.		
7	Copy of the income tax return filled for the preceding year & PAN No.		
8	The firm must give compliance statement of all the identical items along with all terms and conditions. Deviations, if any, should be clearly indicated in remarks in separate deviation sheet.		

Note -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.

TERMS AND CONDITIONS

1. E- tenders should be submitted in e-tender portal – Tender for **20 Mbps (1:1) dedicated, uncompressed leased line internet connection on fiber optic link at CSIR-CIMAP, Lucknow - 226015** due on 06.08.2019 on the top, which shall contain two envelopes one technical bid and one price bid.

Envelope “A” (Technical Bid) should contain the following: -

- i. Particular of the Tenderer duly filled in the
- ii. Form-II (attached to this Tender).
- iii. Experience Certificate along with satisfactory work completion certificate of having 5 years experience of rendering similar jobs in CSIR/Central/State Govts. /Autonomous Bodies/Public Sector Undertaking Institution. (Attach the supporting documents for the same as provided in Form-III.)
- iv. A copy of partnership deed, in case of partnership firms.
- v. Full particulars, in case of Co-operative society for satisfactory running of Co- operative for two years.
- vi. Copy of the income tax return filled for the last three years & PAN No.
- vii. Demand Draft for earnest money.
- viii. An Affidavit on the stamp paper of Rs.100/- to the effect that the firm has not been blacklisted by any Govt. Deptt/CSIR as also that there is no criminal case pending against the firm in any court of Law.
- ix. Tender documents duly signed by Tenderers or by his/her authorized signatory with seal of the firm
- x. Any other certificate/Document, if required.
- xi. Unconditional acceptance of CSIR-CIMAP tender conditions as proforma given on page no. 24 at Annexure-C of tender document.

Envelope “B” (Price –e-Bid through e-portal) should contain the following: -

One time Charges and Annual Rental Charges as per enclosed Performa of Financial Bid Form-I.

Each of the above envelopes should be sealed. Only workable rates will be accepted and the decision of the Director, CSIR-CIMAP would be final in deciding the minimum workable rates.

Original EMD, Tender Fees, hard copy of signed unconditional acceptance (As annexure- C, on page NO. 21) of CSIR-CIMAP e-tender conditions to be sent to the Controller of Administration, Central Institute of Medicinal and Aromatic Plants, Post Office- CIMAP, Lucknow 226015 and should reach before the date & time mentioned in CRITICAL DATA SHEET, Tender of the Tender whose EMD, Tender Fees and unconditional acceptance of CSIR-CIMAP Tender conditions are not received by the time of the opening of pre-qualification of tender then their tenders will be summarily rejected. Any postal delay will not be entertained.

Bids opening process are as under:

Envelope-A: Technical bid opening date shall be as mentioned in CRITICAL DATA containing documents of pre-qualification bid (uploaded by the Bidder/Firms) shall be opened as per CRITICAL DATA SHEET. The intimation

regarding acceptance/rejection of their bids will be intimated to the Bidder / firms through e-tendering portal. If any clarification is needed from the bidder about the deficiency in his uploaded documents in Envelope-A, he will be asked to provide it through CPP Portal. The bidder shall upload the requisite clarification/documents within time specified by CSIR-CIMAP, failing which tender will be liable for rejection.

Envelope-B The financial bids of the Bidders/Firms found to be meeting the qualifying requirements and technical criteria shall be as per CRITICAL DATA SHEET (Depending upon Technical bid evaluation) the date shall be intimated through CPP Portal

2. The Director, CIMAP has reserves the right to scrutinize credentials of all tenders and to arrive at a conclusion to its satisfaction regarding the suitability of the party based on such examination/enquiry as deemed necessary. Issuing of tender form will not as such be accepted as proof of eligibility for the contract. A committee will first open envelope 'A' in respect of Tenderers and after the committee has satisfied itself that All documents/information required have been furnished and the Tenderer is found suitable and competent for performing the job, committee will open the envelope 'B'. In case the Tenderer withholds information/documents or the party is not found suitable, envelope 'B' shall not be opened and the Tender will be rejected out rightly.
3. Attested copies of performance/experience certificates given by organizations/ undertakings that the contractor has undertaken similar works during last five years must be attached. The certificate should be signed by the Head of Administration where he has provided services. If the signatures are not legible his name may be indicated along with telephone nos. The original certificate should be produced before award of the contract.
4. For partnership firms, a copy of the partnership deed may be furnished.
5. Copy of the Income Tax return of the preceding year in the prescribed proforma issued in the name of the firm/Co-operative society should be enclosed with the Tender.
6. Cost of Tender Documents (In case of downloaded) and Earnest Money in the form of DD/bankers Cheque drawn on a Nationalized Bank in favour of Director, CIMAP, Lucknow should be attached with the Tender in envelopes 'A' Tender without these will not be considered.
7. The bidder will have to execute an agreement after the award of the work but before the commencement of work.
8. Tender submitted shall remain valid for 90 days from the date of opening for purpose of acceptance and award of work, validity beyond 90 days from the date of opening shall be by mutual consent.
9. Any alteration/modification in tender documents and giving/submitting wrong/forged information/document will be liable for legal action and the earnest money will be forfeited.
10. The Tenderer shall be responsible for any loss or damage caused by him or any of his workers by theft or otherwise to the property of the CIMAP and shall pay to CIMAP on demand at the current value of such properties.
11. Income tax as per rules will be deducted from each bill.
12. Each page of the tender document submitted by the contractor should be signed by the contractor.

13. The service period will be for initially 1 Year. However, the Director, CIMAP reserves the right to curtail or to extend the validity of contract up to maximum of 3 years on yearly basis (with the same terms & conditions/rates, if the services provided are satisfactory).
14. In addition, all terms and conditions mentioned in the model agreement attached and marked as Annexure-B will be applicable.

Authorized Signatory

(With seal)

Form – I

(To be kept in a sealed envelope and mentioned “Price Bid” on the top)

CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS

(Council of Scientific and Industrial Research)

PO: CIMAP, Lucknow - 226015

Proforma for Financial Bid

Contract for 20 Mbps (1:1) dedicated, uncompressed leased line internet connection on fiber optic link at CSIR-CIMAP, Lucknow

1.Name of the Party/Firm :

2.Address in Full :

(with Phone no., if any)

S.No.	Particulars	Quantity	Total Price (Without GST) INR
1.	One time charges End to End Installation and Commissioning including equipment's to be supplied to CSIR-CIMAP.	1	C1
2.	Annual Rental Charges for 20 Mbps (1:1) Internet Leased Line as per specified technical details and as per scope of work	1	C2
Note: Evaluation of Financial Bid The financial bid of the firm will be calculated by the given formula: Total Cost of the Financial Bid (Rs.) = C1+(3 x C2)			C1+(3 x C2)
*It is Compulsory to submit the both above prices separately			
GST (%) as Applicable			

DECLARATION

I/We undertake to abide by the terms and conditions of the 20 Mbps (1:1) dedicated, uncompressed leased line internet connection on fiber optic link at CSIR-CIMAP, Lucknow. I/We also undertake to execute the necessary agreement before commencement of work, if awarded.

(Signature of the Bidder with Date)

Name:

Seal of the Company

CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS
(Council of Scientific and Industrial Research)
PO: CIMAP, Lucknow – 226015

Particulars of the party

1. Name of Tenderer :
2. Name of Firm :
3. Address & Telephone No.& E- mail, if any :
4. In case of partnership Firm :

Sl. No.	Name of the partners	Address with Telephone Nos.
---------	----------------------	-----------------------------

1.

2.

3.

Note: Partnership deed must be enclosed in case of partnership firm:

5. In case of Co-operative Society:

Sl. No.	Name of the Chairman and Secretary	Address with Telephone Nos.
---------	------------------------------------	-----------------------------

1.

2.

-
6. Name of the Bankers with full address (where the party maintains the account)
 7. Name and address of the person holding power of attorney in case of partnership firms/ Co-operative society
-

CENTRAL INSTITUTE OF MEDICINAL AND AROMATIC PLANTS
(Council of Scientific and Industrial Research)
PO: CIMAP, Lucknow - 226015

EXPERIENCE CERTIFICATE

As per NIT, Tenderers should be having at least The ISP must have minimum of 5 years of experience in similar nature of work with Centrally Funded Government organizations (like R&D Labs such as CSIR, DRDO, C-DOT, ERNET etc., Centrally funded Technical Institutes, Autonomous bodies etc.). Attach the supporting documents for the same.

Sl. no.	Name of the work*	Site of work	Period of work	Value of work/ Annual turnover	Name of the organization & In charge under whom work got done
1					
2					
3					

*Certificate of satisfactory completion of work signed by Head of Office/Administrative Officer must be attached.

**Central Institute of Medicinal and Aromatic Plants
LUCKNOW**

AGREEMENT FOR THE 20 Mbps (1:1) dedicated, uncompressed leased line internet connection on fiber optic link at CSIR-CIMAP, Lucknow to be executed on award of Contract

This agreement is made at LUCKNOW, on the..... day of month year

Between the

Central Institute of Medicinal and Aromatic Plants, LUCKNOW, (under COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, a society registered under the Societies Registration Act and having its office at “Anusandhan Bhawan”, Rafi Marg, New Delhi (hereinafter referred to as CSIR) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART.

And

.....
.....

(Here in after referred to as “**Service Provider**” which expression shall, unless repugnant to the meaning or context thereof, include its administrators, successors and assigns) of the other part.

Whereas the service provider has submitted to CIMAP-LUCKNOW an application bearing no..... requesting (To be filled by CIMAP-LUCKNOW wherever applicable)

- 1. Implementation of 20 Mbps Internet Lease Line Service on Fiber Optic Line []
[] a. upgrade / [] b. downgrade / [] c. relocation / [] d. last mile / [] e. loading ratio / [] f. other.....

With the following specification:

Internet bandwidth: _____ Mbps/ Gbps

Loading ratio: (1:1)

Last mile bandwidth: _____ Mbps/ Gbps

AND WHEREAS the Contractor has agreed to furnish to the Lab./Instt. a security deposit of Rs..... (Rupees.....) by way of Fixed Deposit Receipt etc.

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as under:

A. GENERAL CONDITIONS

- a) Service Provider should provide minimum subnet of 08 Public IP addresses at CSIR-CIMAP, including Reverse Lookups configured at these IP's.
- b) Packet Losses: Less than 1 % (Average over 1000 ping) at any given point of time to any part of Country / ISP Internet gateway.
- c) Latency: Less than 100ms from the Institute to ISP's tier one peering point. Latency can be randomly checked on daily basis. In case of non-adherence latency limit, the link will be considered as down with effect from time of detection until the same is restored.
- d) Network Availability: More than 99.50 % uptime per month will be considered as satisfactory services.
- e) Reports for performance, monitoring / usage to be submitted by the ISP on monthly basis or as per requirement of the Institute.
- f) Uptime Calculation (in Percentage): Uptime shall be calculated as (Actual Uptime Hours / Total Uptime Hours) x 100. Payment will be calculated on monthly basis by considering the performance and efficiency in particular month.
- g) The Firm should ensure that minimum downtime should be maintained in all working days and office working hours of institute. A calendar will be provided for the information of all working days of institute.
- h) The response time for attending the faults will be 1 hour after being reported to the ISP. The ISP will rectify the faults within 3 hours failing which; the vendor will arrange temporary replacements for connectivity of the institute.

B. SERVICE PROVIDER OBLIGATIONS

- a) The Service Provider shall be responsible for providing the 20 Mbps leased line internet connectivity at CSIR-CIMAP based on 1:1 ratio, at all the time (24x7x365) throughout the contract period.
- b) The Service Provider shall be responsible for commissioning and configuring of hardware and uplink of connectivity.
- c) Liaisoning (if required) with any other agency/organization(s) for providing point to point connectivity between ISP node and Institute, shall be the sole responsibility of the Service Provider.
- d) The Service Provider should provide all necessary equipment for connectivity along with details of make and model of equipment, if any.
- e) The Service Provider shall be responsible for provisioning end to end solution
- f) The Service Provider should provide the tool to monitor the bandwidth / network performance without additional cost.
- g) 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.
- h) 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

E. PENALTIES/LIABILITIES

1. Downtime penalty in % of monthly payment:

S. No.	Uptime(in Percentage)	Penalty on monthly bill
1.	> = 99.50%	0 or Satisfactory Services
2.	> 99.00 to < 99.50	5% or 3 Days Service Credit
3.	> 98.50 to < 99.00	10% or 5 Days Service Credit
4.	> 98.00 to < 98.50	15% or 7 Days Service Credit
5.	> 95.00 to < 98.00	20% or 9 Days Service Credit
6.	> 90.00 to < 95.00	30% or 11 Days Service Credit
7.	< 90.00%	50% or 15 Days Service Credit

Note: Firm will be penalized in case of failure to provide satisfactory services and penalty will be imposed on basis of Percentage or Service Days Credit. Institute reserve the rights that both penalties may be charge to the vendor in case of unsatisfactory services.

Calculation of Actual Uptime % = (Actual Uptime Hours / Total Uptime hours) X 100

Definition: Total Uptime hours = No of days in month X 24

Actual Uptime Hours = Total Uptime hours – Downtime in hours in a month

Example: In the Month having total days is 31 and total down time in the same month in hours was 7 hours. In such case the Actual Uptime can be calculated as follows:

Total Uptime hours = 31 X 24 = 744 Actual Uptime Hours = 744 – 7 = 737

Actual Uptime % = (737/744) X 100 = 99 %

2. Downtime due to the following situations will not be considered for the purpose of penalty:

- a) Link down due to power failure or any critical situation at the institute.
- b) Due to schedule maintenance by the Service Provider, with prior approval of Institute.

3. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the firm and/or loss/damage if any, sustained by the Institute on account of the failure or negligence of the services provided by him or in the event of breach of the agreement by the firm

F. COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f. and shall remain in force for a period of This agreement may be extended on such terms and conditions as are mutually agreed upon.
2. That this agreement may be terminated on any of the following contingencies:-
 - a. On the expiry of the contract period as stated above.
 - b. By giving one month's notice by CSIR on account of :
 - I. For committing breach by the firm of any of the terms and conditions of this agreement.

If CIMAP considers that the performance of the successful bidder is unsatisfactory or not up to the expected standard, CIMAP shall notify the successful bidder in writing and specify in detail the causes of dissatisfaction. CIMAP shall have the option to forthwith terminate the contract, if successful bidder fails to comply with the requisitions contained in the said written notice issued by CIMAP within ten days of the receipt thereof.
 - II. On assigning the contract or any part thereof to any sub-contractor by the firm without written permission of the Lab./Instt.
 - c. On Bidder being declared insolvent by competent Court of Law.

During the notice period for termination of the contract. In the situation contemplated above, the Contractor shall keep on discharging his duties as before till the expiry of notice period.

G. ARBITRATION

1. In the event of any question, dispute/difference arising out of the agreement shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.
2. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
3. The Arbitrator may give interim award (s) and/or directions, as may be required.
4. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause

IN WITNESS WHEREOF the parties hereto have signed these present on the date, month and year first above written.

For and on behalf of
The Contractor

For and on behalf of
Council of Scientific & Industrial Research
Anusandhan Bhawan,
Rafi Marg, New Delhi- 110 001

WITNESS:

- 1.
- 2.

ACCEPTANCE OF CSIR-CIMAP TENDER CONDITIONS

Director,
Central Institute of Medicinal and Aromatic Plants,
(Council of Scientific and Industrial Research)
Post Office-CIMAP, Lucknow- 226015

Sir,

1. The tender documents for the work '**20 Mbps (1:1) dedicated, uncompressed leased line internet connection on fiber optic link at CSIR-CIMAP, Lucknow.**' have been sold on me/us by CSIR-CIMAP and I/We hereby certify that I/We have inspected the site and read the entire terms and conditions of the tender document made available to me/us which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accept(s) the tender conditions of CSIR-CIMAP tender documents in its entirety for the above work
3. The content of Notice Inviting Tender of the Tender documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety. It is not permissible to upload any additional file or put any remarks/conditions along with tender document and same has been followed in the present case. In case, this provisions of the tender is found violated after opening the tender, I/We agree that the tender shall be rejected by CSIR-CIMAP.
4. The Required earnest money as specified in Envelope-A at page No. 3-5 for this work has already been deposited.

Yours faithfully,

(Signature of the Tenderer)
With rubber stamp