



CSIR - National Geophysical Research Institute

TENDER DOCUMENT

Tender No.55 (2) 2017-Pur/T- 09

Dated 04 May 2017

Providing 40 Mbps Internet Leased Line connection (1:1 uncompressed and unshared)

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CSIR - NATIONAL GEOPHYSICAL RESEARCH INSTITUTE

(Council of Scientific and Industrial Research)

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No. 55(2)2017-Pur/T- 09

May 04, 2017

INVITATION FOR BIDS

Sub: Providing 40 Mbps Internet Leased Line connection (1:1 uncompressed and unshared - Reg.

The Director, CSIR-NGRI invites sealed tenders - from reputed Service providers with sound technical and financial capabilities, for providing the following Service.

Sl. No.	Description of Services	Single/ Two bid	Bid Security (EMD)
1)	Providing 40 Mbps Internet Leased Line connection (1:1 uncompressed and unshared.) on fiber	Single Bid	INR 32000

The bid should accompany EMD as indicated above. **The bids must reach this office on or before 26.05.17 up-to 2.30 P.M (IST) and the same shall be opened on same day at 3.00 P.M (IST).**

All bids must be accompanied by a bid security as specified above and must be delivered to the above office at the date and time indicated above. Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

The Director, CSIR-NGRI reserves the right to accept or reject any or all tenders either in part or in full or to split the order without assigning any reasons there for.

(S.GNANAPRAKASAM)
- Controller of Stores & Purchase

SCOPE OF WORK, DELIVERABLES & TIMELINES

NGRI is planning to setup **40 Mbps Internet Leased Line Connection** (1:1 Uncompressed and Unshared) from Direct Service Providers **for a period of two years.**

I Details of work (SoW)

a) Supply of Leased line -

- i. **The Successful bidder shall** supply uncompressed and unshared 40 Mbps (1:1) leased line Internet bandwidth for NGRI on fast Ethernet. The bidder shall be responsible for providing Internet services on end-to-end basis to make the entire system working to provide sustained Internet bandwidth of not less than 40 Mbps.
- ii. All items required for last mile connectivity shall be the responsibility of the service Provider. Till that connectivity whatever equipments/items are required, should be provided by the service provider. No media converters shall be used for connectivity at any place in the circuit. Bidder has to supply and install remotely Manageable equipment of STM1/STM4 capacity along with suitable Router which is capable of handling requirements of more than 400 mbps. The connectivity should be provided in ring protection/dual path on Armoured Fiber Optic Cable with self-healing mechanism during failures.
- iii. The SPs shall provide full 32 Public Class A/ B/ C real static IP addresses (IPv4 and IPv6) to NGRI for exclusive use by NGRI. (In case the existing ISP wins the tender, they shall retain the existing IPs allotted to NGRI).
- iv. The SP has to do site survey at NGRI, Hyderabad. For further queries please contact Sri. Shri G.Rama Seshagiri, Senior Principal Scientist (040-27012744)

b) Installation and Commissioning

- i. The installation and commissioning of the internet leased line (in redundant path) should be terminated at NGRI IT Group Server Room, Main building, NGRI, Habshiguda, Uppal road, Hyderabad-500 007.
- ii. The SP shall prepare and submit detailed User Acceptance plans (UAT)/ procedures/formats. After acceptance of UAT reports by NGRI, the entire infrastructure would be deemed to have been commissioned. All the costs towards testing & commissioning to be borne by the successful bidder.
- iii. The SP scope of supply, installation & configure any other equipment (include Screws, clamps, fasteners, ties, anchors, supports, grounding strips, wires, fiber termination

kits, converters, etc.) , Excavation of Trenches (trench should not be less than 3 feet at any place) and laying of armored OFC through ducts, PVC conduits/ HDPE pipes/ GI pipes (at road cuttings) etc., wherever required for completing installation , testing, commissioning at no extra cost to the purchaser.

- iv. If any of the institute owned cables, water / sewerage lines which are existing underground are damaged during trenching work, the same need to be restore immediately within 12 hours of time at the cost of the successful bidder.
- v. The connectivity should be established at NGRI using SP's own equipment and Fiber. No third party equipment/Fiber should be involved any in the circuit from POP to firewall at NGRI IT Group.

c) Operation and Maintenance:

- i. The SP shall provide 24x7x365 internet service to NGRI.
- ii. The SP should have a NOC that operates on 24x7x365 basis.
- iii. The operation and Maintenance of the leased lines shall be both onsite and off-site on end-to-end basis.
- iv. Latency shall be <50 ms within India and <300 ms with other countries like US, France, Germany, Japan, Africa, European Countries, etc..
- v. The SP will have to undertake end-to-end guaranteed responsibility with 99.5% Uptime on quarterly basis. The SP should guarantee average backbone network packet delivery >= 99% .The packet loss would be calculated by taking an average over a period of 1 month.
- vi. The SP will provide NGRI with a web portal/Software Tool/ Method to measure and monitor the Internet Bandwidth usage and its latency provided by the bidder. This software should include a graph based report of latency over a time period.
- vii. Telephonic/on-site support by the **service provider** shall be made available to NGRI within half an hour after registering a support request.
- viii. On-site support will be available to NGRI within four hours, if the problem is at site and remains unsolved after telephonic support by the Service Provider's representative. Mean time to resolve the problem should be 4 hours. **SP has to provide escalation matrix for customer complaints.**
- ix. The SP shall maintain sufficient spares for maintaining required uptime guarantee.

- x. No generic call center/telephonic support/Toll free number is accepted. No Franchisee support is acceptable to NGRI either.

II. Roles & Responsibilities of NGRI

- a) Providing the requisite space & power to the SP at NGRI and allowing SP for Installation of equipment & related for the commissioning of the leased link.
- b) Performing AT with SP's assistance leading to the commissioning of the leased line.
- c) Ensuring the regular power supply to all the SP's equipment at SDC for maximum uptime/ accessibility of the established leased line.
- d) Timely reporting problems/ fault/ issues in leased line, if any, to SP's Helpdesk and allowing SP's technical support person to access the installation site (NGRI) to diagnose & resolve the problem.
- e) Monitoring the SLA and making payments to the SP accordingly

III. QUALIFICATION CRITERION:

- a) The bidder should be a member of NIXI
- b) Bidder should be /Class A ISP certified by DoT.
- c) The bidder should be a company registered under the companies Act, 1956 and should have been in the business of providing Internet Bandwidth for more than 5 years. The following documents to be submitted in support:
 - 1. Copy of certificate of Incorporation
 - 2. Copy of Memorandum & Articles of Association. Certifications, memberships etc
- d) The bidder should have a valid NLD and ISP License from DOT and has established Fiber/wireless network across India and operational for last 5 years.
- e) The Bidder should have own access network for providing last mile (Local loop).
- f) The Bidder should have valid ISO 9001:2015 / TL-9000, ISO 27001, Certifications.
- g) The Bidder should have executed project for bandwidth provisioning of not less than 40 mbps to at least 5 Government Institutions / organizations / PSUs. Bidder has to submit their clientele list with supporting P.O. / Contract copies.
- h) The bidder should have been registered with TRAI for providing Internet Bandwidth Service in India.
- i) Bidder should have connectivity to at least 3 cable landing stations in India.

- j) The ISP should give two direct link from different POPs in Hyderabad to NGRI on Optical Fiber in two different paths.
- k) Connectivity shall be provided to the equipment placed in server room NGRI and no other connectivity will be allowed from the equipment.
- l) Bidder should have minimum 150Gbps of aggregate exit capacity from India.
- m) The bidder should have at least an aggregate bandwidth of 150Gbps of subscribed customers
- n) The bidder should have Total aggregate Backbone capacity of more than 1500Gbps.
- o) The bidder should support IPv6 on the Internet backbone with Dual Stackable capacity
- p) ISP should have their own/direct access to international gateway in India, for providing Internet bandwidth, which should be connected onto international fiber systems only (not on satellite).
- q) 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

TERMS AND CONDITIONS OF CONTRACT

1) Payment Terms and Schedule

- a) No advance payment will be made.
- b) Payment schedule - Payments to the SP, after successful completion of the target milestones (including specified project deliverables), would be made as under: -

Milestone	Deliverable (Reports/ Documents & Infra)	Payment Terms	Payment Schedule
On successful delivery, installation, commissioning	Submission of Installation Reports and report of Acceptance Testing (AT) by NGRI.	Bill for one time payment, if any, shall be raised by successful bidder	Along with 1 st Quarter payment of recurring charges; subject to timely submission bills
On operationalization of internet leased line as per specification mentioned in the Tender.	Quarterly Reports submission: I. Quarterly Status of leased line- calls logged and resolved II. Root Cause Analysis Report (whenever desired) III. MTTR report. IV. Uptime report. V. Latency report.	Bill for 25% of total annual recurring charges along with all required reports / documents; payment shall be raised by successful bidder at the end of each quarter	Quarterly; at the end of each quarter (Total 8 quarters)

- c) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- d) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.

2) Service Level Standards/ Requirements/ Agreement

A Service Level Agreement (SLA) has to be signed between NGRI and Service Provider wherein the penalty clause for the whole link (end-to-end), as given below is to be accepted. The SLA should be part of the proposal and in case of any degradation of service at any point during agreement period; the penalty conditions will be invoked.

(A) Network Uptime:

Service Provider should guarantee average network availability as 99.5% or more per quarter. NGRI should get the 40 Mbps (1:1 uncompressed & unshared) minimum committed bandwidth 99.5% of the time in given quarter.

(B) Both Account Manager and CRM Support:

- Telephonic/on-site support will be available to Customer within maximum half hour after registering a support request.
- On-site support will be available to NGRI within four hours, if the problem is at SITE and remains unsolved after telephonic support by the Service Provider’s representative.

(C) Damages for non-achievement of SLA Requirement:

Full internet leased line service charges will be paid for 99.5% uptime or higher and the payment reduces at the rate of 5% for every 1% reduction in uptime. No payment will be made for uptime less than 90%.

S. No.	Availability	Penalty leviable % of Charges payable quarterly
1	Up to 99.5%	0
2	Below 99.5% & Up to 98%	1.5
3	Below 98% & Up to 97.5 %	1.75
4	Below 97.5	2

For the purpose of payment shall be calculated proportionately on quarterly basis. (For the purpose of calculation of uptime, the total number of hours during the quarter has been assumed to be 2160 hours).

3) LIQUIDATED DAMAGES

For any delay in Installation and Commissioning, the NGRI will charge penalty of 0.5% of the order value/week or part thereof, subject to the cost not exceeding 10% of the total cost.

4) WARRANTY AND ANNUAL MAINTENANCE CONTRACT (AMC)

- i. The Internet with related equipment and communication links installed by the service provider shall have a comprehensive onsite warranty for the entire period of the Service Contract after the successful commissioning and acceptance.
- ii. The SP shall ensure an uptime of 99.5% for the entire duration.
- iii. ISP will ensure maintaining services from the nearest service center which should be well equipped with service engineers and sufficient spares. The vendor will do preventive maintenance once a month for upkeep of the system.

5) Up-gradation and Price Reduction

- a) Any up-gradation of technology shall be made available to NGRI without additional cost.
- b) If there is any trend of reduction in lease bandwidth changes in India as per TRAI guidelines/ Govt notification, proportional reduction for NGRI by SP.

5) Time frame for Execution

Project is to be completed within **SIX weeks** from the date of award of P.O. / Contract in all respects i.e. deliveries and all kind of installations, testing and commissioning. Liquidated Damages at the rates referred in this document shall be imposed in case of any delays due to any reason whatsoever

6. TECHNICAL SPECIFICATIONS

The termination of the last mile connection is to be made in TERMINATION LOCATION on the “Ethernet port” of router (suitable router shall be supplied by the service provider). If any earthwork is involved inside the premises, it will be done by the service provider coordination with the authorized persons of the NGRI.

The Technical requirements compliance chart with terms and conditions is given below :

Sr. No.	Category	Description	Compliance (Yes/No)
1	Link Bandwidth/ technology	A 40 Mbps uncompressed symmetric Internet Bandwidth on 1:1 basis (uncompressed and unshared) on armored fiber optic.	
2	Link Bandwidth/ technology	The last mile link will be on Armored Fiber Optic with network redundancy being built to protect the traffic from cable cuts (self-healing architecture) up to Firewall in IT Group	
3	Last Mile connectivity	Connectivity should be provided on RJ-45 to the NGRI Firewall at NGRI. Till that connectivity whatever necessary manageable equipment of (Manageable equipment of STM1/STM4 capacity along with suitable Router which is capable of handling requirements of more than 400 mbps) as required, those will be responsibility of the BIDDER and included in the BID. The Ethernet cable from the equipment (supplied and installed at NGRI by the successful bidder) to NGRI Firewall should not exceed 8 meters.	
4	End-to-end Service Requirement	The bidder shall be responsible for providing Internet services on End-to-End basis to make the entire system working to provide sustained Internet bandwidth of not less than 40 Mbps. All the cost (if any) should be included in this BID. Implying that providing, installation & configuration of all hardware and software required for implementation of Services shall be sole responsibility of the bidder. Likewise, the operation and maintenance of the service shall also be on end-to-end basis.	
5	IP Addresses	The bidder shall provide Full 32 Public Class A/ B/C real static IP addresses (IPv4 & IPV6) to NGRI for exclusive use by NGRI.	
6	Usage	The ISP shall provide internet services for 24x7x365 days.	
7	Details of Submission	Complete detail of service provisioning including offered bandwidth, compression type (if any), termination details etc. are to be clearly provided.	
8	Details of Submission	Service Provider should provide details of the proposed connectivity, viz., the name of the cable and landing points of the involved cable i.e. with clear Network Diagrams depicting International connectivity till NGRI Firewall.	
9	Service Level	The Service Provider must undertake end-to-end guaranteed responsibility with 99.5% uptime on quarterly	

		basis	
10	Service Level	A Service Level Agreement (SLA) has to be signed Between NGRI and Service Provider wherein the penalty clause for the whole link (end-to-end), as given in SLA is to be accepted. The SLA should be part of the proposal and in case of any degradation of service at any point during agreement period, the penalty conditions will be invoked as per SLA.	
11	Network Usage Report Software	<p>The Service Provider will provide NGRI with a web portal/Software Tool/ Method to measure and monitor the Internet Bandwidth and its latency provided by the bidder. The Software tool and its cost (if any) should be included in the BID. This software should include a graph based report of latency over a time period. The Service Provider has to provide following web-based reports for network usage online and printable on Hourly/Daily/Weekly/Monthly basis.</p> <p>It will ensure that NGRI is getting 40 Mbps (1:1) Bandwidth:-</p> <p>(i) Bandwidth Usage Reports.</p> <p>(ii) Network Bandwidth Availability, for both upload and download links data transaction.</p> <p>(ii) Network Latency Report.</p> <p>The Service Provider shall allocate to NGRI one User ID & Password for web access to monitor NGRI's internet link in real time, from the ISP's NOC.</p> <p>The bidder shall supply the Network Performance Monitoring System, as acceptable to NGRI, at no extra cost to NGRI outside the BID.</p>	
12	Maintenance	The frequency of scheduled maintenance shall be kept Monthly by the service provider. Prior approval may be taken for the required downtime during maintenance.	
13	Training	<p>(A) The bidder shall provide training to min. 3 NGRI personnel at least for 1 day at his own cost at NGRI premises:-</p> <ul style="list-style-type: none"> • Configuration of internet link and end terminal 	

		<p>equipment;</p> <ul style="list-style-type: none"> • Local and Remote Loop back checks; • Performance Monitoring Tools. <p>(B) The Service Provider shall show the functioning and monitoring of NGRI's link and a brief overview of overall Service Provider's infrastructure, including NOC (Network Operations Center), SOC (Security Operations Center) and Datacenter etc.</p>	
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Note:

- i. All the supplied Hardware/ Software should be Interoperable, IPv6 ready and in compliance with the policies/ guidelines issued by DIT, Gol in this regard.
- ii. All the equipment to be hosted at NGRI should be rack mountable and the selected bidder shall have to mount the equipment in Rack(s) with required accessories/ cables/ screws etc.

7. GENERAL

- i. Additional IP addresses required should be provided by the vendor. Charges for additional IP address may be provided.
- ii. The order shall be **placed for 24 months**. However, the performance shall be reviewed at the end of every 12 months and shall be continued for next 12 months on the satisfactory performance and adherence to the SLA. NGRI reserves the right to terminate/discontinue the services at any point of time, if the agreed SLA is not met.
- iii. No hidden charges will be allowed, if any.

8. INSTRUCTIONS FOR FILLING BIDS

- i. The Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so. The clarifications and amendments issued would also be hosted on the website of the purchaser for the benefit of the other prospective bidders.
- ii. Bid document shall be filled complete in all respects and shall be submitted together with requisite information. It shall be complete and free from any ambiguity, changes or interlineations. Bidders should quote for etc. as detailed in the scope of work, failing which the offer will be rejected.
- iii. The Bidder's Bid and any annotation or accompanying documentation shall be in English Language.
- iv. Bidder's shall set their prices/rate in figures preferably type written and without any qualification. Each figure stated should be repeated in words and in the event of discrepancy between the amount stated in figures and words, the rates quoted in words

shall be deemed to be the correct amount. Illegible price bids will be rejected outright. Bids containing qualifying expressions subject to minimum acceptance etc. will be disqualified.

- v. No clarifications shall be sought after opening of bids. Conditional bids indicating exceptions/deviations to bid conditions will be summarily rejected.
- vi. The bidders who are capable to take up the work shall submit the bids. Bidders should quote a FIRM PRICE and they shall be bound to keep this price firm and without any escalation for any reason whatsoever, until the completion of the contract period.
- vii. No correspondence after opening of Bid will be entertained from the Bidder. However, if NGRI seeks any clarifications with respect to the bid the same is to be complied with.
- viii. Bid from Bidders not complying with the above instructions can be summarily rejected.

9. DATE OF BID SUBMISSION

- i. Bid must be received in the office of Controller of Stores & Purchase, **NGRI, on or before 2.30 P.M - 26.05.2017** The bids **will be opened at 3.00 P.M. on same day** in the presence of bidders who are desirous to be present.
- ii. NGRI shall not be responsible for any cost or expense incurred by any bidder in connection with his bidding against this bid and loss of bids in post/courier, regardless of the conduct or outcome of the bidding process.

10. VALIDITY OF BID

- i. The bid must be kept valid for acceptance for 90 days from the date of closure of bid. Validity of bid can be extended by mutual consent

11. EARNEST MONEY DEPOSIT (EMD)

- i. Bidders are required to submit EMD valid for **135 days** from the date of opening of bid for an amount of **INR 32000** (Rupees Thirty two thousands only)
- ii. EMD can be in the form of a DD drawn in favor of NGRI, payable at Hyderabad. In case, the bidder chooses to submit bank guarantee, it should be strictly as per proforma attached from a Nationalized / Scheduled Bank.
- iii. The firms registered with DGS&D, NSIC, Govt. Public Undertakings, Central Autonomous Bodies and with the CSIR Labs./Instts, if any, are exempted from payment of EMD provided such registration includes the item they are offering and not for services provided by other companies.
- iv. The successful bidder is required to extend the validity of the EMD for a further period till the formal contract is signed.
- v. **Bids not accompanied by Earnest Money Deposit as mentioned above will be summarily rejected.**
- vi. The EMD of unsuccessful Bidders will be returned within 15 days from the date of signing of contract.

vii. EMD shall be forfeited in the following events:

- a) If the Bid is withdrawn or modified or varied in a manner not acceptable to NGRI during the Bid Validity period or any extension thereof.
- b) If a successful Bidder fails to sign the contract.
- c) If a successful Bidder fails to furnish Performance Bank Guarantee within 10 days of signing of contract.

12. RIGHT TO REJECT

NGRI reserves the right to reject any or all bids without assigning any reason whatsoever. NGRI also reserves the right to cancel this bid at any stage without assigning any reason whatsoever.

13. AUTHORISATION

Bidders are at liberty to be present or to authorise their representative at the time of opening of Bid on the date specified. A letter of authorisation along with the bid document must be forwarded to Director, NGRI. The person attending the opening of Bid must produce a copy of this letter in the office. Unless he presents this letter, he may not be allowed to attend the opening of Bid.

14. FIRM RATES & CURRENCY OF PAYMENT

- The rates payable under this contract herein above shall be firm throughout the period of the contract and no escalation shall be allowed under any circumstances.
- All payments to the successful bidder under this contract shall be made only in Indian Rupees through electronic clearance

15. TAXES

The successful bidder shall be responsible to pay all taxes and duties such as corporate tax, service tax, turnover tax, sales tax, excise duty, etc., leviable on them and their employees including sub-successful bidders, if any, under the Indian income tax laws or any other laws enacted by the Central or State Govt. on account of payments received by them under this contract. Successful bidder shall maintain all relevant records pertaining to the taxes and submit the same before tax or other authorities and to NGRI as and when required. **TDS will be deducted by NGRI as per clause No. 194 (J) of TDS rules.**

16. FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the

force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which such cause lasts.

Unrest / strike by the successful bidder's personnel shall not be construed as force majeure.

17. OTHER CONDITIONS

- a) The successful bidder shall not transfer/assign/sublet the contract or any part thereof in any manner without the prior written consent of the NGRI and no such transfer/assignment as and when accepted should relieve the successful bidder of his responsibility under the contract.
- b) The successful bidder shall be responsible for enforcing strict discipline amongst his employees and also ensure strict compliance with safety regulations and procedures as required by the Govt. and provide all kits & liveries to their employees. The successful bidder shall indemnify NGRI against any injury / loss of life of any of his personnel at any time during the tenure of the contract. NGRI shall not be liable for any claim for any accident resulting in loss of life or injury to any workman or supervisor, resident representative etc. of the successful bidder for whatever reason.

18. TERMINATION

- a) In the event of the Successful bidder at any time during the term of this contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then, NGRI shall by a notice in writing have the right to forthwith terminate this contract.
- b) In all cases of termination the obligation of NGRI to pay charges shall be limited to the period up to the date of termination. Notwithstanding the termination of this contract the parties shall continue to be bound by the provisions of this contract that reasonably requires some action or forbearance after such termination.
- c) If NGRI considers that the performance of the successful bidder is unsatisfactory or not up to the expected standard, NGRI shall notify the successful bidder in writing and specify in detail the causes of dissatisfaction. NGRI 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 NGRI within ten days of the receipt thereof.
- d) In case the successful bidder's right and/or obligations under this contract are transferred or assigned without prior written consent of NGRI. NGRI may at its absolute discretion terminate this contract, without prejudice to the other rights it has under the contract.

- e) If the successful bidder fails to provide requisite job services for data acquisition for any five working days in a month, the contract may be terminated by NGRI unilaterally giving only ten days notice without having any liability on the part of NGRI to pay compensation, damages for the termination of the contract. In addition, NGRI without prejudice to the rights of the owner of the site for damages caused, if any, during course of work, will be at liberty to recover the cost of damages, if any, from the successful bidder.

19. JURISDICTION AND APPLICABLE LAW

This contract shall be governed by the laws of India and shall be subjected to the jurisdiction of courts in Hyderabad.

20. SEVERABILITY

Should any provision of this contract be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provision and they shall remain binding on parties hereto.

21. FAIRNESS AND GOOD FAITH

The Parties undertake to act in good faith in respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

22. ARBITRATION

Except as hereinbefore provided, all disputes arising out of or in connection with this contract shall be amicably settled or else the same be referred to the sole arbitration of a person nominated by Director General, CSIR as such Arbitrator. The arbitration proceedings shall be held under the Indian Arbitration and Conciliation Act, 1996 and the statutory modification or re-enactment thereof, if any, and the rules made there under for the time being in force shall apply to such arbitration and this deed shall be deemed to be submission to arbitration within the meaning of the said Act. The cost of the arbitration shall be shared between the Parties. The award of the Arbitrator shall be final and binding on the parties.

The venue of the arbitration shall be Hyderabad, India.

ASSIGNMENT

The rights and obligations of the Successful bidder shall not be assigned without the prior written consent of NGRI.

Proforma for Financial Bid

Sl. No	Particulars	In INR
1	Installation & Commissioning (One Time Charges)	
2	Rental Charges for 40 Mbps Internet Leased Line Connection (1:1 Uncompressed and Unshared) for 2 years.	
3	Other charges, if any	
	Service Tax	
	Total	

MODEL BANK GUARANTEE FORMAT FOR FURNISHING BID SECURITY (EMD)

Whereas hereinafter called the “tenderer”)has submitted their offer dated..... for the supply of (hereinafter called the “tender”) against the Purchaser’s tender enquiry No.KNOW ALL MEN by these presents that

WE.....of having our registered office at..... are bound unto (hereinafter called the “Purchaser)in the sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this day of40

THE CONDITIONS OF THIS OBLIGATION ARE:

- 1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the performance security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser (CSIR/Lab) having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it owing the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the bank not later than the above date.

Signature of the authorized officer of the bank

Name and designation of the officer

Seal, name and address of the Bank and address of the Branch.