#### NOTICE INVITING e-TENDER

ARIES Nainital, an autonomous institute under the Department of Science & technology(DST), Govt. of India, intends to procure Premium Internet Bandwidth of 100 Mbp sat ARIES Nainital, from Internet Service Providers (ISPs) for which, electronic bids in **two bid system** are invited. Prospective bidders are requested to upload their bids in the prescribed BOQ on e-tender site eprocure.gov.in along with scanned copies of other related documents.

No	Item Description	Bandwidth Required	Qty
1	Internet Bandwidth of 100 Mbps from ISPs	100 Mbps	1

Tender documents may be downloaded from ARIES Website: http://www.aries.res.in (for reference only) and CPPP Site http://eprocure.gov.in/eprocure/app as per the schedule given in **CRITICAL** 

#### DATE SHEET as under: -

DATE SHEET as under.				
Date of publishing on CPP Portal	12-02-2020			
Document Download Start Date & Time	12-02-2020 (15:00 hrs.)			
Clarification Start Date & Time	12-02-2020 (16:00 hrs.)			
Bid Submission Start Date & Time	13-02-2019 (09:00 hrs.)			
Document Download End Date & Time	04-03-2020 (13:00 hrs.)			
Clarification End Date & Time	04-03-2020 (13:00 hrs.)			
Bid Submission End Date & Time	04-03-2020 (13:00 hrs.)			
Bid Opening Date & Time for opening of	05-03-2020 (16:00 hrs.)			
technical bids				
Venue, Date and Time for opening of	Will be intimated through online CPPP to			
Financial bid	Technically Qualified Tenderer.			
Earnest Money Deposit (EMD)	Rs. 45,000.00 (Forty five thousand only)			

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#### **SECTION I: INVITATION FOR BIDS (IFB)**

- (A) SCOPE OF WORK: Installation and Commissioning of Internet Bandwidth of 100 Mbps Internet Service Providers (ISPs) for catering its Servers and other in-house Requirement.
- (B) ELIGIBILITY CRITERIA: The pre-qualifications of the bidders are as under-The bidder should be/have:
- a) Executed successfully at least one or two orders in Nainital/Haldwani. (See Checklist).
- b) Current and valid license for providing Internet Bandwidth in India. <u>Documentary evidence should be provided</u>. (See Checklist)
- c) Arrangements for the blocking of particular Sites/URLs should be followed from time to time as per the directions/instructions of Regulatory Authorities (i.e. TRAI/DOT etc),
- d) The facilities to provide the services on dual mode i.e on IPV4 and IPV6.
- e) The state of the art Network Management/operation Centre so that required Trouble Shootings could be done round the clock to ensure uninterrupted service from the bidder.
- f) The selected bidder is required to submit Performance Reports for monitoring the bandwidth usage as per the requirement of ARIES Nainital from time to time.
- g) ARIES Nainital reserves all the rights to qualify / disqualify the bidder based on the technical bid and Director ARIES Nainital decision shall be final in this regard.
- h) The bidder must mention clearly the requirement (Power, Rack space, cooling etc.) from customer side to make the quoted leased line service operational as a separate document which should be uploaded (see checklist).
- i) The bidder should upload an undertaking, clearly stating that they would facilitate on regular basis with technology/products updates & extend support during entire service period as desired in the tender document (see checklist).
- j) The bidders should have a Branch Office/Service Centre in Nainital/Haldwani for liaisoning in the matter of complaints, etc. and follow-up actions be initiated.
- k) The bidders should upload copies of all necessary registrations like GST, PAN etc. as supporting documents. In the absence of these documents, the bid will be rejected.
- I) Submission of General Particulars as prescribed in Annexure 1.
- m) Not be blacklisted by ARIES Nainital /Educational / R&D / Govt. organizations. A certificate or undertaking to this effect must be submitted.
- n) Different reduct path including local loop and last mile connectivity. Relevant documentary proof to be submitted. Before submission of the bid, the bidders may please verify the eligibility criteria and ensure fulfillment of all the terms and conditions. In the absence of scanned copies of documents / certificates under eligibility criteria above, the bid is liable to be rejected (see Checklist).

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#### (C) DELIVERABLES:

- (a) Bandwidth: The bidder should be able to provide unshared, uncompressed, dedicated (1:1) premium wired Internet Leased Line at ARIES Nainital with last mile connectivity over optical Fiber along with DDoS Detection & Mitigation Services.
- (b) Last mile connectivity should be on own fiber only: The bid(s) of those bidder(s) who do not have adequate facilities and capabilities of their own last mile connectivity to provide comprehensive maintenance support during the contract period shall be summarily rejected.
- (c) The bidder shall provide all the hardware such as modems, converters and any other such hardware required to terminate the leased line at the ARIES Nainital. The maintenance and ownership of all such equipment will be with bidder only ARIES Nainital will provide space for fixing the hardware.
- (d) The last mile infrastructure for providing local loop at ARIES Nainital over Fiber. The interface with ARIES equipment should be through UTP cable/OFC, in case of UTP cable, bidder should provide OFC to UTP converter.
- (e) Required bandwidth should be provided from activation of link and throughout during the one year contract period (01/04/2020 to 31/03/2021).
- (f) The solution / technology offered by the bidder should support built-in link Redundancy by providing multiple physical paths. Please provide the relevant documents (please see checklist).
- (g) The bidder shall be fully responsible for establishment of Network link. The bidder shall do end to end activities with regard to commissioning of link.
- (h) The bidder shall be responsible for checking whether the link is feasible and site is made ready as per the requirement before installing the Mux, Network equipment, etc. The ARIES Nainital deliverables includes supply of UPS power, earthing, A/C and providing space for keeping the network equipment/racks.
- (i) All the cabling for link shall be neat and structured. The bidder shall do the cabling through PVC conduit/casing/flexi-pipe or HPDE as applicable. The bidder shall document the cabling path get it along with equipment/rack layout and approved by the ARIES before actual installation.
- (I) The selected bidder should deliver the following:
  - Solution design and details of implementation, offering the features, Security details, etc.
  - Project completion report detailing site, Circuit ID, equipment/rack layout, cabling, network connectivity, configuration etc.
  - Project completion document should be comprehensive to enable the ARIES Nainital to refer to any details at a future date in case of fault/errors or maintenance/up gradation.
  - Service center and support details. Contact details and escalation matrix (for both mail and mobile/telephone).
- (m) The selected bidder shall own the responsibility to demonstrate the link establishment as per the specification / performance stipulated by ARIES Nainital.
- (n) The details of necessary equipment supplied by the bidder to commission the link should be submitted to ARIES Nainital for record purpose.
- (o) Support for maintenance of link should be made available during entire contract period on 24x7x365

- (p) The service availability should be monitored by bidder. In case, a problem is reported by ARIES Nainital, the same should be rectified immediately to maintain the uptime. If it is major break down, incident report should be submitted by mentioning root cause, remedy steps taken, problem's solution, committed resolution date and time etc. to ARIES NAINITAL.
- (q) Bidder / Service provider should take all the necessary and applicable permissions from the concerned authorities for digging, laying and connecting the devices.
- (r) As and when ARIES NAINITAL requests for bandwidth, latency checks, bidder / service provider should able to perform the required tests and produce documents about latency, bandwidth details to ARIES NAINITAL.
- (s) The vendor should have call lodging facility. If the link is down, a ticket should be generated and ticket number should be shared with ARIES NAINITAL.

## (D) Project Implementation and Management

A detailed project implementation schedule should be provided by the bidder, clearly mentioning the various stages of implementation and the milestones thereof. Processes involved in project management should be clearly mentioned and should include the following:

- \* Project Plan (Including network layout and redundant fiber paths)
- Project management
- \* Single point of contact
- \* Backup arrangements and procedures

The process and standard operating procedures involved in making configuration changes and technical support should be mentioned. Backup arrangements for all the technical operations and management should be made available. The provider should clearly mention the expected roles and responsibilities of ARIES NAINITAL Team.

#### (E) Bid Submission:

Bids must be uploaded on e-tender site <u>eprocure.gov.in</u> along with scanned copies of other related documents. The bid must be submitted in two parts as Part-I (Technical Bid): for service of Internet Bandwidth of 100 Mbps and Part-II (Price Bid): for service of Internet Bandwidth of 100 Mbps in prescribed the BOQ format.

#### (F) Part – I (Technical Bid) shall contain:

- (i) Refundable Earnest Money Deposit (EMD) of Rs. 45,000/- (Rupees Forty five Thousand only) should be in the form of DD favoring Director, ARIES payable at NAINITAL. The scanned copy of DD for EMD should be uploaded with the Technical Bid. The original DD deposited/posted in sealed envelope super scribing tender number with item details "Service of Internet Bandwidth of 100 Mbps" on or before the last date of submission of bids.
- (ii) All documents should be signed and stamped by the Authorized signatory of the firm.
- (iii) Technical bid with full details including scanned copy of all the above-mentioned licenses.
- (iv) An **Undertaking** as mentioned under Eligibility Criteria.

- (v) Duly completed General Particulars as given in Annexure-1.
- (vi) The onsite Support Services mentioned in the Eligibility Criteria must be provided to **ARIES** for which, the bidder must provide the plan / arrangement in escalation matrix, for the contract period.
- (vii) Acceptance to the terms and conditions laid down in the tender document. A scanned copy of the bid document duly signed by the bidder's authorized representative is to be uploaded as token of acceptance of the same. Any deviation in the general terms and condition may lead to rejection of the bid.

#### **Important Note:**

- a) If the bid is incomplete and / or non-responsive, it will be rejected during technical evaluation. The bidders are desisted from approaching the organization for clarifications during the technical evaluation. Hence, they are requested to ensure that all necessary details are furnished along with the bids.
- b) If any price details are found in the Technical Bid, the offer will be summarily rejected.

#### Part -II (Price Bid):

- i. The price bid (BOQ) in excel sheet format shall be uploaded online only. PRICE BID SHOULD NOT BE SUBMITTED IN SEALED ENVELOPE.
- *ii.* The PRICE PART shall contain only schedule of rates duly filled in. No stipulation, deviation in terms & conditions, presumptions etc. are permissible in price part of the bid. ARIES NAINITAL shall not take any cognizance of any such conditions and may at its discretion reject such price bid.
- *iii.* Prices should be given in INR in figures only.
- iv. Price quoted should be on a net basis for a bandwidth insteps of
  - a. Total Aggregate Bandwidth of 100 Mbps to be installed
  - b. The net price offered should include end-to-end connectivity i.e. last mile connectivity upto ARIES Nainital. It should include all the charges for Bandwidth, hardware, installation, converters, local loop, and any other charges.
- v. Bidders are advised to fill the BOQ file as per following instructions:
  - a) The bidder has to download the BOQ file along with tender documents and subsequent corrigendum, if any.
  - b) Bidder to note that there are GREY cells in BOQ file, which should not be modified by the bidder. Bidders are advised to filthe WHITE cells meant for the rates only.
  - (c) Bidders are advised strictly not to alter or change the BOQ format /contents. Bidders are also advised not to paste any image file with BOQ.
  - d) The bidder shall submit the tender online on e-tendering site <u>eprocure.gov.in</u> on or before the due date & time of bid submission. Tender submitted by any other form (fax/email/courier/post/hard copy) will not be accepted.
  - e) <u>Price offered by the bidder shall not appear anywhere in any manner in the technical bid.</u>

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## (G) Opening of Technical & Price Bid

- i) Only the technical bids will be opened on 5 March, 2020. Price bids of short-listed / technically qualified bids would be opened on a later date & time under intimation to all successful bidders. Bidders can view the status & tender opening statement by logging on to e-procurement site.
- ii) This Tender is for selecting Internet bandwidth service for providing minimum 100 Mbps from Internet service providers at ARIES Nainital Data Centre. The contract will be awarded on the rates quoted by L1.
- L2 or so on should match the rates of L1 for getting the contract in case of bidder L1 fails to deliver

The bids complete in all respects should be uploaded by the due date & time.

#### Checklist of Documents Submitted in Hard Copy/uploaded.

Particulars		Page No	Reference
A	(Hard Copies to be submitted in one envelope)		
A-i)	Demand Draft/Pay Order for EMD or supporting documents (exempting the bidder from submitting the EMD)	-	
В	Scanned copy of the Pre-qualification Documents		
B -i)	Sought under Eligibility Criteria (a) (b), (c), (e), (n)		
B -ii)	Sought under <b>Deliverables(f)</b> ,(g) & Implementation		
5	Schedule sought under (D) of Section I		
B-iii)	Undertaking mentioned at (K) of Section II		
B-iv)	Escalation Matrix under Section III (H)		1
B -v)	Office address (Nainital/Haldwani) copy.		4
x	Registration certificate like GST etc.		
B -vi)	PAN Card		
B-vii)	Declaration under <b>Section III</b> (M) of Instructions to Bidder		
B viii)	Duly filled in and signed Annexure 1 & Annexure 2 (in company letter head)		-

#### **END OF SECTION-I**

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#### SECTION II: INSTRUCTION TO BIDDER (ITB)

- (A) **Bid Validity:** Offers should be valid for minimum ninety (90) days from the date of opening of the Technical Bid. A bid valid for a shorter period is liable to be rejected. ARIES Nainital may ask the bidders to extend the period of validity, if required.
- (B) Delivery Period and Installation:
  - a) The Bidder shall be responsible for setting-up, installation and delivering of network services as ordered by ARIES NAINITAL and for making it fully operational at no additional charge within four weeks from the date of placement of the purchase order.
  - b) If the Bidder fails to deliver and/or install all the equipment ordered within the stipulated time schedule or by the date mentioned by ARIES NAINITAL, it will be construed as a breach of contract and suitable Liquidated Damages would be levied.
  - c) This is a time bound and high priority work. It must be understood that the Bidder has made the proposal after fully considering all such factors, which may not have any bearing on the time schedule.
- (C) Earnest Money is liable to be forfeited and bid is liable to be rejected, if the bidder withdraw or amends, impairs or derogates from the tender in any respect within the validity period of the tender.
- (D) The Earnest Money of all unsuccessful bidders shall be returned as early as possible within the Bid Validity period but not before 30 days from the date of Purchase Order. No interest will be payable by ARIES on the Earnest Money Deposit. The Earnest Money of successful bidder shall be returned only after successful commissioning of the Project and submission of Performance Bank Guarantee (PBG) (Please see Special Conditions of Contract, clause (K).
- (E) The rates should be quoted in **Indian Rupees** shall not be subject to escalation of any description during the service period valid.
- (F) Custom Duty/GST: ARIES will provide necessary certificate as ARIES is registered with DSIR for the purpose of availing custom duty/GST exemption in terms of Government Notification No. 51/96-Customs dated 23<sup>rd</sup> July, 1996, Notfn.No. 28/2003- Customs dt.01.03.2003, Notfn. No. 43/2017-Customs dt. 30.06.2017 & Notification No. 47/2017-Integrated Tax (Rate) Dt.14-11-2017, Notfn.No.10/2018-Integrated Tax (Rate) dt. 25.01.2018, Notfn. No. 45/2017-Central tax (Rate) Dt 14.11.2017 and Notfn.No. 45/2017- Union Territory Tax (Rate) Dt. 14.11.2017 & Notfn. No. 9/2018-Central Tax (Rate) dt. 25.01.2018, Notfn. No. 9/2018- Union Territory tax (Rate) dt. 25.01.2018, as amended from time to time for research purposes only, to avail the exemption, ARIES shall provide the above certificate along with the service order. Subject to above, indicate applicable duty.
- (G) Taxes/Other Charges: GST charges should clearly be mentioned in price bid.
- (H) L1 will be decided on the basic rate of the item.
- (I) Award of Contract:

Contract will be awarded to successful bidder and a copy of the award of the contract will be Uploaded in CPPP Portal after finalizing the tender.

- (J) Earnest Money Deposit
  - a. Earnest Money Deposit (INR) Rs.45, 000.00 (Forty five thousand only) should be provided along with the technical bid in the form of Demand Draft from a Nationalized bank drawn in favour of "Director, ARIES", payable at Nainital.
  - b. In case, if bidder in not willing to deposit in place of a bid security, this institute may require Bidders to sign a bid securing declaration accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, of to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit bids for contracts with the entity that invited the bids.
  - c. Bidder registered with Department of Micro, Small and Medium Enterprises as MSMEs and having valid NSIC Registration are exemption for payment of EMD/Security deposited subject to submission of documentary evidence, Copies of registration certificate and other supporting document should be submitted in Technical bid.

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Registrar ARIES, Manora Peak No interest shall be paid on the Earnest Money deposited by the tenderer. EMD of disqualified vender/venders will be returned within 30 days after opening of commercial bid.

- (K) Govt. Levies like GST etc. shall be paid at actual rates as applicable during the validity of service period.
- (L) ARIES, Nainital reserves the right to accept / reject the offers or cancel the whole tender proceedings without assigning any reason whatsoever. Offers through Email / Fax, etc and open offers shall not be accepted. Late / Delayed offers shall not be accepted under any circumstances. Incomplete offers will be rejected. In case the specified date for the submission of offers being a holiday or declared holiday for ARIES, Nainital, the bid-closing deadline shall stand extended to the next working day up to the same time.
- (M) ARIES NAINITAL shall not be responsible for delayed submission or non-submission of bid due to any reason whatsoever. The bidders are requested to submit the bid online much before date & time of submission, failing which ARIES NAINITAL shall not be responsible for any such technical problem.
- (N) E-tender bidders are requested to note that all communication will be made through procurement portal only. ARIES NAINITAL reserves the right not to take cognizance of the communication made outside procurement portal.
- (O) Any attempt of direct or indirect negotiations on the part of the bidder with the authority to whom he has submitted the tender or authority who is competent to finally accept / reject the same after he has submitted his tender or any endeavor to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular tender will render the tender liable to be rejected.
- (P) Unsatisfactory Performance: The selected bidder should <u>furnish an Undertaking to the</u> effect that they are agreeing that ARIES Nainital shall have the sole and discretionary right to assess the performance(s) of the Bidder components(s), either primary and or final, and ARIES Nainital, without any liability whatsoever, either direct or indirect, may reject the services provided by the Bidder, in part or in its entirety, without any explanation to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not to the acceptance of ARIES, Nainital. The Bidder covenants to be bound by the decision of ARIES, Nainital without any demur in such an eventuality.
- (Q) **Disclaimer:** This Tender is not an offer by ARIES Nainital, but seeks to invite bidder's response only. No contractual obligation whatsoever shall arise from the Tender process.
- (R) Declaration:

The bidder would be required to give a certificate as below in his commercial bid.

"I/WE UNDERSTAND THAT THE QUANTITY PROVIDED ABOVE IS SUBJECT TO CHANGE. I/WE AGREE THAT IN CASE OF ANY CHANGE IN THE QUANTITIES REQUIRED, I/ WE WOULD BE SERVISING THE SAME AT THE RATES AS SPECIFIED IN THIS PRICE BID. I /WE AGREE TO ADHERE TO THE PRICES GIVEN ABOVE EVEN IF THE QUANTITIES UNDERGO A CHANGE".

SIGNATURE OF THE BIDDER WITH STAMP

END OF SECTION II

## SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

- (A) Contract Period: One year. Period may be extended further for two years (per year basis) on the basis of performance.
- (B) **Installation & Commissioning:** Within four weeks from the date of Purchase Order.
- (C) **Price Basis:** Price basis should be F.O.R at **ARIES NAINITAL**, in INR only. Price quoted should be in the prescribed format as per **BOQ**. The quoted price will be considered firm and no price escalation will be permitted during the bid validity period unless there is a change in the structure of Govt. Levies like GST etc.
- (D) **Billing** is to be done in the name of Director ARIES, Manora Peak, NAINITAL, Uttarakhand 263001. The payment would be on the basis of the actual bill, duly certified by our authorized representative at ARIES, Nainital.
- (E) **Payment:** Payment shall be on Pro-rata basis after completion of each quarter on submission of correct invoice, within 30 working days from the date of receipt of the Invoice. Invoice should be raised at the end of the quarter
- (F) Penalty for Delayed Services: Penalty will be charged @ 0.5% of the contract value per week subject to maximum of 5% of total order value, in case of delay in service within stipulated time period.
- (G) **Liquidated Damages**: The bandwidth must be supplied in full as per ordered specifications. Testing and acceptance will be done at ARIES Nainital. ARIES Nainital reserves the right to reject the order if it is not conforming to the approved specifications. No payment will be made for the rejected items.
- (H) The Vender should have a dedicated Call Center with call logging via email, phone nos. **Escalation matrix** should also be provided along with the technical bid.
- (I) The call will be considered as registered as the link goes down. In case of other issue the service call will be considered as registered when email is sent or call is made to the service desk.
- (J) Termination Clause: Either party i.e, ARIES Nainital or the successful bidder can terminate the contract giving one month's notice in advance to other party. In case, the bidder stops service without any information, ARIES Nainital has the right to invoke the Bank Guarantee.
- (K) **Performance Bank Guarantee (PBG):** Successful bidder has to submit an irrevocable and unconditional bank guarantee, valid for the contract period from a scheduled Bank of the equivalent amount (10% of the contract value).
- (L) **Termination for Insolvency:** ARIES NAINITAL may at any time terminate the Contract by giving written notice with one month in advance to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent.
- (M) **Termination for Convenience:** ARIES NAINITAL having full authority to terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Director ARIES's convenience, and the date upon which such termination becomes effective. ARIES NAINITAL or Bidder can terminate the service agreement by giving one month notice in advance to other party.
- (N) **Termination for Default:** ARIES NAINITAL having full rights to terminate the contract in whole or in part in case of bidder fails to deliver any or all of the goods and QoS, performance, stipulated bandwidth etc. within the time period specified in the Contract, or any extension thereof granted by the Purchaser or in case of breach of contract or if the bidder fails to perform any other obligation(s) under the contract.
- (O) **Passing of Property:** Ownership shall not pass to the ARIES NAINITAL unless and until the system has been fully functional, installed and accepted, in accordance with the conditions of the contract to the entire satisfaction of Director ARIES NAINITAL.
- (P) The Bank/RTGS details must be submitted along with the quotation/Tenders on the letter head.
- (Q) **Duration of the Order:** The duration of the order would be valid for one (1) year. ARIES NAINITAL has option (based on performance) to extend the contract every year on the same recurring charges after the completion of contract period.

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- (R) Any disputes, legal action/matters, arising out of/ resulting from/related or incident to the tender /quotation/Purchase order/invoices/delivery/payments shall be subject to exclusive jurisdiction of Nainital -263002. Laws of India shall govern this tender as well as any or all transactions /documents/deeds/actions/PO arising out of/ resulting from this tender.
- (S) **Order Cancellation:** ARIES NAINITAL reserves its right to cancel the order in the event of one or more of the following situations:
  - Delay in installation beyond four (4) weeks from the date of acceptance of Purchase Order. However under extraordinary circumstances, the installation period can be extended if ARIES NAINITAL is satisfied that there is a genuine case.
  - SLA parameters mentioned in this document are not being met continuously for 3 Months.
  - Service availability drops below 95% in any month.

## (S) Warranty:

- The Vendor will be responsible for the comprehensive maintenance after the acceptance of installation & testing of hardware for which customer will not make extra payment.
- 99.8 % Service availability shall be provided (excluding planned outage)
- Planned outage should not exceed 8 hours in a quarter subject to maximum 5 hours at a stretch.
- (T) Service Level Agreement (SLA): The Bidder must adhere to the following parameters to sign Service Level Agreement:

S.No	SLA Description	SLA
1	Operation of Network	24x7x365 basis
2	Uptime availability (% on Monthly basis)	99.8 % or better
3	The guaranteed throughout (While the other service parameters like Latency, Packet loss shall be measured at 75% loading only	100%
5	Packet loss on link	<1%(Average over 1000 ping) at any given point of time
6	Scheduled Maintenance Outage	Maximum 8 hours in a quarter and maximum 5 hours at a stretch with prior notice and confirmation from ARIES NAINITAL
7	Fault reporting Help Desk (Telephone/Mobile No and mail)	24x7x365

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- The packet loss shall be measured from ARIES Nainital premises. The bidder shall furnish quality of all the relevant service parameters, which shall be ensured for these links.
- The average packet loss on the circuits should be less than 1%. It shall be measured by computing the percent packet loss of one thousand pings (with acknowledge for each previous packet received) of sixty four bytes each. Packet loss is desired to be measured online using relevant software tool and online reports are expected.
- The round trip latency will be measured by the supplier and the reports should be made available to ARIES NAINITAL.
- The guaranteed throughput shall be 100% while the other service parameters like Latency, Packet loss shall be measured at 75 % loading only.
- Service Availability: The Bandwidth provider shall guarantee that the services will be available for 99.8% or better, of time averaged over a period of 30 days with reference to each parameter Namely Throughput, Round Trip delay & Packet loss.
- (U) Calculation of Service Level Agreement: If the Service Provider does not meet its commitments on any of the criteria mentioned above including: Network Service availability, Latency Commitments and throughput, the below mechanism will be followed for releasing the payment.
  - Latency: Latency will be randomly checked from ARIES NAINITAL. In case of non-adherence of SLA latency limit, the link will be considered as down with effect from time of detection till the time the SLA latency limit is restored.
- (V) **SLA credit calculation:** In the event service becomes unavailable for reasons other than previously scheduled maintenance, ARIES NAINITAL will be entitled to a service credit off of the quarterly recurring charges for the affected service based on the unavailability of the affected service in a given calendar month as set forth in the following table:

Unavailability (in hrs:mins:secs)	Service Level Credit	
00:00:0101:30:00	No credit	
01:30:0004:00:00	1 Day credit	
Every Four Hours thereafter	1 Day credit	

#### (W) Procedure for Fault Booking, Escalation and Help Desk:

- 1 The vendor should have call lodging facility. If the link goes down, a ticket should be generated and ticket number should be shared with ARIES NAINITAL.
- 2 Bidder must set up adequately manned Help Desk to enable fault booking and any operational problem pertaining to network.
- 3 The Help Desk must operate on 24x7x365 basis. The Help Desk must keep a full record of fault/ complaint booked and action taken in respect of each complaint.
- 4 Bidder should provide prescribed fault booking, escalation chart & operational procedure in detail to enable ARIES NAINITAL to book the complaint on a mail id and pre-assigned number.

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- 5 Date and time of link down/booking of complaint shall be taken as reference for the purpose of calculation of duration of non-availability of circuit.
- 6 Bidder should provide alternate arrangement in case of emergency.
- (X) Restoration of Fault: On receipt of complaint, bidder shall make best efforts to localize the fault and restore the same at the earliest. ARIES NAINITAL shall provide all necessary support for enabling testing of the circuit. Circuit shall be presumed to be restored when the bidder has tested the circuit to the satisfaction of ARIES NAINITAL. The fault duration shall be accounted accordingly. It will be the responsibility of the bidder to show proper working of circuit on end to end basis through use of test instruments by sending test data while at the same time keeping the bit error rate within limits. The link will be treated as restored as soon as bidder is able to show end to end loss free clean data transfer at the committed bandwidth using test instruments.
- (Y) Interpretation of the clauses in the Tender Document / Contract Document: In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document, the decision of the Director, ARIES, Nainital shall be final and binding on all parties.
- (Z) Indemnity: Selected bidder shall save, indemnify and hold ARIES NAINITAL harmless from any third party Govt. Claims, losses penalties, if any, arising in connection with this Contract.

Address of Location for Service Delivery: Aryabhatta Research Institute of Observational Sciences (ARIES), Manora Peak, NAINITAL -263001, Uttarakhand (India), Phones: +91-05942-270700/725/704.

#### **END OF SECTION III**

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Registrar ARIES, Manora Peak Namital. and of

# **GENERAL PARTICULARS**

# ANNEXURE – 1

CL N	D. C. L.	To be filled in by the Bidder
Sl. No	Particulars	•
1	Name of the Bidding Agency	
2	Date of establishment of the Agency (Attach a copy of Registration certificate)	
3	Detailed office address of the Agency with office telephone number, e-mail ID, Mobile number and the name of the contact person	
4	Address of the Agency in Nainital / Haldwani Office, telephone number, e-mail ID, Mobile number and the name of the contact person	
5	Details of PAN Number (Copy to be enclosed)	
6	Details of GST (Copy to be enclosed)	
7	Copy of audited Annual Turnover for the past three years.	
8	Copy of the bid document duly signed in token of acceptance of the same is uploaded.	
9	Whether a list of clients with contact details, to whom the bidder has supplied the item earlier, is included in the Technical Bid	
	ν:	

Seal of the Bidder

Signature:

(Authorized signatory of the Bidder)

Registrar

ARIES, Manora Peak Nainital.

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#### TENDER ACCEPTANCE LETTER

(To be given in Company Letter Head)

To,

Director Aryabhatta Research Institute of Observational Sciences (ARIES), Manora Peak, NAINITAL -263001, Uttarakhand (India)

**Subject:**-Acceptance of Terms & Conditions

Tender Reference No. - 40 3-7(4)/19-20/1635 Dated: - 11-02-2020

Name of the Tender:-Installation & Commissioning of Internet Bandwidth of 100 Mbps at ARIES Nainital

#### Dear Sir,

- 1. I/ We have downloaded / obtained the tender document(s) for the above mentioned `Tender/Work' from the web site(s) namely: <a href="www.aries.res.in/">www.aries.res.in/</a> www.eprocure.gov.in as per your NIT / advertisement, given in the above-mentioned website(s).
- 2. I / We hereby certify that I / We have read the entire terms and conditions of the tender documents from Page No.1 to 13 (including all documents like annexure(s), schedules(s), etc.), which form part of the contract agreement and I / We shall abide hereby by the terms/conditions/ clauses contained therein.
- 3. The corrigendums (If any) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
- 4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(S) / corrigendum(s) in its totality / entirety.
- 5. I / We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/Public sector undertaking/any other establishment.
- 6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then ARIES shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the fully said earnest money deposit absolutely.

Yours faithfully,

Date:

Name:

 $(Signature\ of\ the\ Bidder,\ with\ Official\ Seal)$ 

Email id: Mobile:

# Item Rate Boo

Tender Inviting Authority: <Aryabhatta Research Institute of Observational (ARIES), Manora Peak, Nainital >

Name of Work: < Internet Bandwidth of 100 Mbps from ISPs at ARIES, Manora Peak Nainital Uttarakhand >

Contract No: <05942270725, 05942270760, 05942270729, 05942270723>

Name of the Bidder/ Bidding Firm / Company:

PRICE SCHEDULE
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

# TEXT #	TOTAL AMOUNT in Words	10	0.00 INR Zero Only	0.00 INR Zero Only	
NUMBER#	TOTAL AMOUNT	6			
NUMBER #	TOTAL AMOUNT in Rs. P	8	0.00	0.00	INR Zero Only
NUMBER	GST	15			
NUMBER #	BASIC RATE In Figures To be entered by the Bidder in Rs. P	7			
TEXT #	Units	2	Nos		
NUMBER #	Quantity	4	1.000 Nos		
TEXT #	Item Code	8	iteml		
TEXT #	Item Description	2	Internet Bandwidth of 100 Mbps from ISPs		Words
NUMBER #	SI. No.	1	-	Total in Figures	Quoted Rate in Words