

NOTICE INVITING e-TENDER (NIT)

C-DAC Noida, a Scientific Society under the Ministry of Electronics & Information Technology, Govt. of India, intends to procure Premium Internet Bandwidth of 1Gbps Mbps each of their office C-DAC, Noida, from two different reputed 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 of NIC-along with scanned copies of other related documents.

No	Item Description	Bandwidth Required	Qty
1	Internet Bandwidth of 1Gbps from two different ISPs	1 Gbps	1
		1 Gbps	1

Detailed Tender Schedule is given below:

1. Issue of Tender Document : **22/06/2020**
2. Receipt of Bids : **By 3:00 PM on 14th July 2020**
3. Technical Bid Opening : **At 3:00 PM on 15th July 2020**

EMD (REFUNDABLE):

The bidders need to deposit EMD amount Rs. 1, 00,000/- through online payment in C-DAC bank account before the last of bid receipt i.e 14.07.2020 as per the details given in the tender document. In case of non receipt of EMD within the stipulated time, the bid will be rejected. If the bidder is exempted from submitting the EMD, in that case the bidder should upload the relevant supporting document such as MSME, NSIC. Start-ups etc., along with the technical bid, without which the bid will be considered invalid and rejected.

6. BANK DETAILS:

Beneficiary Name : C-DAC (**Centre for Development of Advanced Computing**)

Account Number : 09312191029526

Bank Name & Branch: Oriental Bank of Commerce B-31, Institutional Area Sector-62, Noida

IFSC Code : ORBC0100931

The tender document may be downloaded from the websites, www.cdac.in / www.eprocure.gov.in.

GC-MMG

Phone : 0120-3063334/344

Email: headmmg-noida@cdac.in

SECTION I: INVITATION FOR BIDS (IFB)

- (A) **SCOPE OF WORK:** Installation and Commissioning of Internet Bandwidth of 1Gbps each, from two different Internet Service Providers (ISPs) for catering its Data Centre and 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 two orders of similar capacity (**See Checklist**).
 - b) Current and valid license for providing Internet Bandwidth in India. Documentary evidence should be provided. (**See Checklist**)
 - c) Internet bandwidth connectivity with at least two different paths to two different own international gateways with relevant documentary proof (**See Checklist**).
 - d) Their own fiber based national backbone network with at least 20 PoPs in different cities.
 - e) Having own 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),
 - f) The selected bidder shall announce the networks /Prefixes of C-DAC (Autonomous System).
 - g) The facilities to provide the services on dual mode i.e on IPV4 and IPV6.
 - h) The state of the art of Network Management Centre and Network operation Centre are such that Trouble Shootings are required round the clock which calls to ensure uninterrupted service from the bidder.
 - i) The selected bidder is required to submit Performance Reports for monitoring usage on Daily/Weekly/Monthly/Yearly basis as per the requirement of CDAC from time to time.
 - j) C-DAC reserves all the rights to qualify / disqualify the bidder based on the technical bid and the C-DAC's decision shall be final in this regard.
 - k) 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**).
 - l) The bidder should upload an undertaking, clearly stating that they would facilitate on regular basis with technology / products updates & extend support during entire supply period as desired in the tender document (**see checklist**).
 - m) The bidders should have a Branch Office / Service Centre in NCR preferably in Noida / Delhi for liaising in the matter of complaints, etc. and follow-up actions be initiated.
 - n) 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.
 - o) Submission of General Particulars as prescribed in **Annexure 1**.
 - p) Not be blacklisted by C-DAC or any other Educational / R&D / Govt. organizations. A certificate or undertaking to this effect must be submitted.
 - q) In case of existing NKN service provider for CDAC Noida, the solution should be from different node and different redundant 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**).

(C) DELIVERABLES:

- (a) Bandwidth:** The bidder should be able to provide uncompressed (1:1) Premium Internet Bandwidth at C-DAC Noida.
- (b) The link has to be terminated in two routers with 1 Gbps Ethernet on copper on mirroring mode.**
- (c) 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. No third party arrangement for the last mile or local loop will be accepted.
- (d)** The bidder shall provide all the hardware such as modems, converters and any other such hardware required to terminate the leased line at the C-DAC Noida. The maintenance and ownership of all such equipments will be with bidder only. C-DAC will provide space for co-locating the hardware.
- (e)** The last mile infrastructure for providing local loop at C-DAC Noida should be 1Gbps Ethernet over Fiber. The interface with C-DAC router should be through UTP cable and bidder should provide OFC to UTP converter.
- (f)** Required bandwidth should be provided from activation of link and throughout during the contract period.
- (g)** 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**).
- (h)** The bidder should supply the Network devices and other items which are required for establishment of leased line connectivity. The bidder shall arrange to deliver their necessary hardware for commissioning the link to the respective place at their cost. The link will be terminated on router arranged by C-DAC.
- (i)** 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.
- (j)** 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 equipments, etc. The C-DAC deliverables includes supply of UPS power, Earthing, A/C and providing space for keeping the network equipments/racks.
- (k)** 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 C-DAC before actual installation.
- (l)** 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 C-DAC to refer to any details at a future date in case of fault/errors or maintenance/up gradation.
 - Service centre and support details. Contact details and escalation matrix (for both mail and telephone).
- (m)** The selected bidder shall own the responsibility to demonstrate the link establishment are as per the specification / performance stipulated by C-DAC.

- (n) The details of necessary equipments supplied by the bidder to commission the link should be submitted to C-DAC 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 C-DAC, 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 C-DAC.
- (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 C-DAC requests for bandwidth, latency checks, bidder / service provider should be able to perform the required tests and produce documents about latency, bandwidth details to C-DDAC.

(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 fibre 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 C-DAC Team.

(D) Bid Submission:

Bids must be uploaded on e-tender site of NIC- eprocure.gov.in along with scanned copies of other related documents. The bid must be submitted in two parts as **Part-I (Technical Bid):** for supply of Internet Bandwidth of 1Gbps and **Part-II (Price Bid):** for supply of Internet Bandwidth of 1GB in the BOQ format prescribed.

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

- (i) **Refundable Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh Only)** through online payment in C-DAC bank account before the last of bid receipt i.e 14.07.2020 as per the details given in the tender document. The transaction reference number along with date to be uploaded with the Technical Bid. In case of non receipts of EMD within the stipulated time the tender will be considered invalid and will be rejected.

- (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 at **C-DAC, NOIDA** for which, the bidder must provide the plan / arrangement in escalation matrix, for the supply 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 in token of acceptance of the same. Any deviation in the general terms and condition may lead to the 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, terms & conditions, presumptions etc. is permissible in price part of the bid. CDAC 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 in steps of
 - a. Total Aggregate Bandwidth of 1 Gbps to be installed
 - b. The net price offered should include end-to-end connectivity i.e. last mile connectivity upto C-DAC Noida. 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 fill the 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 eprocure.gov.in 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) Price offered by the bidder shall not appear anywhere in any manner in the technical bid.

(G) Opening of Technical & Price Bid

- i) Only the technical bids will be opened on **15th July, 2020**. Price bids of short-listed / technically qualified bids would be opened on a later date & time under intimation to all successful bidders. No bidder is required to be present in CDAC office for any e-tender opening process. 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 **1Gbps** each from two different service providers at C-DAC Noida Data Centre. **The contract will be awarded on the rates quoted by L1. L2 should match the rates of L1 for getting the contract.** In case, bidder L2 fails to match the lowest evaluated price (of L1), the offer will be passed to next successful bidder (L3) and so on.

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

Checklist of Documents to be uploaded.

Particulars		Page No	Reference
A	Documents to be submitted in the Technical bid		
A-i)	RTGS detail		
B	Scanned copy of the Pre-qualification Documents		
B -i)	Sought under Eligibility Criteria (b),(c),(e),(n) &(o)		
B -ii)	Sought under Deliverables (g) & Implementation Schedule sought under (D) of Section I		
B-iii)	Undertaking mentioned at (K) of Section II		
B-iv)	Escalation Matrix under Section III (H)		
B -v)	Office address (Noida/Delhi/NCR) copy. Registration certificate like GST etc.		
B -vi)	PAN Card		
B-vii)	Declaration under (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) **Offer 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. CDAC Noida 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 CDAC 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 C-DAC, 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 project. 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 C-DAC 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 supply period valid.
- (F) Govt. Levies like GST etc. shall be paid at actual rates as applicable during the validity of supply period.
- (G) C-DAC, Noida 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 C-DAC, the bid-closing deadline shall stand extended to the next working day up to the same time.
- (H) CDAC 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 CDAC shall not be responsible for any such technical problem.
- (I) ***E-tender bidders are requested to note that all communication will be made through procurement portal only. CDAC reserve the right not to take cognizance of the communication made outside procurement portal.***
- (J) 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.
- (K) **Unsatisfactory Performance:** The selected bidder should furnish an Undertaking to the effect that they are agreeing that C-DAC, Noida shall have the sole and discretionary right to assess the performance(s) of the Bidder components(s), either primary and or final, and C-DAC, Noida, 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 C-DAC, Noida. The Bidder covenants to be bound by the decision of C-DAC, Noida without any demur in such an eventuality.

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(L) **Disclaimer:** This Tender is not an offer by C-DAC, Noida, but seeks to invite bidder's response only. No contractual obligation whatsoever shall arise from the Tender process.

(M) **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 SUPPLYING 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:** The contract period is for initially One year from the date of award of contract. Based on the satisfactory performance of the service provider, the subject contract can be renewed for one more year at the same rate with mutual consent.
- (B) **Installation & Commissioning:** Within four weeks from the date of Purchase Order.
- (C) **Price Basis:** Price basis should be F.O.R at **C-DAC, NOIDA** 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 Centre for Development of Advanced Computing (C-DAC), C-56/1, Institutional Area, Sector-62, Noida, UP - 201309. The payment would be on the basis of the actual bill, duly certified by our authorized representative at C-DAC, Noida.
- (E) **Payment:** Payment shall be on Pro-rata basis after completion of each quarter on submission of invoice, within 30 working days from the date of receipt of the Invoice. Invoice should be raised at the end of the quarter and shall be accompanied by satisfactory service report from C-DAC, Noida, Data Centre In-charge. A pre-receipted bill shall be submitted (Two copies) in the name of C-DAC, Noida mentioning the work Order No. and quarter details.
- (F) **Penalty for Delayed Services:** Penalty will be charged **@ 0.5% of the contract value per week subject to maximum of 10% of total order value, in case of delay in supply 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 C-DAC Noida IDC. C-DAC Noida 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, toll free phone nos. **Escalation matrix** should also be provided along with the technical bid.
- (I) Termination Clause: Either party i.e, C-DAC Noida or the successful bidder can terminate the contract giving one months notice in advance to other party. In case, the bidder stops service without any information, C-DAC Noida has the right to invoke the Bank Guarantee.
- (J) **Performance Bank Guarantee (PBG):** Immediately 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).
- (K) **Termination for Insolvency:** The C-DAC 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.
- (L) **Termination for Convenience:** C-DAC 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 C-DAC's convenience, and the date upon which such termination becomes effective. The C-DAC or Bidder can terminate the service agreement by giving one month notice in advance to other party.
- (M) **Termination for Default:** C-DAC 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.
- (N) **Passing of Property:** Ownership shall not pass to the C-DAC 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 the C-DAC.

(Q) **Order Cancellation:** C-DAC 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 C-DAC 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 98.50% or link goes down more than 4 times 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 5 hours in a quarter.

(T) **Service Level Agreement (SLA):** By signing each page of this subject tender document against tender participation shall be considered as valid SLA for the successful bidders and the P.O/Work Order to be issued in favor of successful bidder also forms part of SLA binding the concerned parties. Hence, there is no requirement of separate SLA need to be executed after award of contract. Accordingly, the Bidder must adhere to the following parameters :

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 5 hours in a quarter with prior notice and confirmation from C-DAC.
7	Fault reporting Help Desk (Toll Free No and mail)	24x7x365

- The packet loss shall be measured from C-DAC, Noida premises. The bidder shall furnish quality of all the relevant service parameters, which shall be ensured for these links. There should be 100% redundancy in case of failure of media carrying international Internet bandwidth.
- 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. This confirmed packet loss is the measurement of packet loss from C-DAC router to the router of Internet backbone tier-I carrier in USA/Europe/Australia/other Asia-Pac countries. 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 C-DAC.
- The guaranteed throughput shall be 100% while the other service parameters like Latency, Packet loss shall be measured at 60 % loading only.
- Service Availability: - The International 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. Non Conformance to the limits of any of the parameters shall be counted towards service unavailability.

(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 on daily basis from C-DAC Node. 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, C-DAC 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
00:00:01 --04:00:00	No credit
Every Six Hours thereafter	1 Day credit

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

- 1 The vendor should have auto call lodging facility. If the link is down, a ticket should be generated automatically and ticket number should be shared with CDAC.
- 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 C-DAC to book the complaint on a mail id and pre-assigned number.

- 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 A fault docket number shall be provided on booking of complaint, and the same shall be relayed by electronic mail/SMS etc.
- (X) **Restoration of Fault:** On receipt of complaint, bidder shall make best efforts to localize the fault and restore the same at the earliest. The C-DAC 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 C-DAC. 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 HoD(MMG), C-DAC, Noida shall be final and binding on all parties.
- (Z) **Indemnity:** Selected bidder shall save, indemnify and hold harmless C-DAC from any third party Govt. Claims, losses penalties, if any, arising in connection with this Contract.

Address of Location for Service Delivery: Centre for Development of Advanced Computing (CDAC), C 56/1, Sector 62, Noida -201309, U.P. (India) Phones: +91-0120-3063311-13.

END OF SECTION III

GENERAL PARTICULARS

ANNEXURE – 1

Sl. No.	Particulars	To be filled in by the Bidder
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 Delhi / NCR with 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	Details of TIN (Copy to be enclosed)	
8	Details of Service Tax Registration (Copy to be enclosed)	
9	Details of Sales Tax Registration (Copy to be enclosed)	
10	Copy of audited Annual Turnover Certificate for the past three years.	
11	Copy of the bid document duly signed in token of acceptance of the same is uploaded.	
12	Whether a list of clients with contact details, to whom the bidder has supplied the item earlier, has been included in the Technical Bid	

Seal of the Bidder

Signature:

(Authorized signatory of the Bidder)

TENDER ACCEPTANCE LETTER
(To be given in Company Letter Head)

To
Centre for Development of Advance Computing
Anusandhan Bhavan, C-56/1
Institutional Area, Sector 62,
NOIDA-201307 (U.P.)

Subject:-Acceptance of Terms & Conditions

Tender Reference No.04(05)/2020-MMG

Name of the Tender:-**Installation & Commissioning of Internet Bandwidth of 1Gbps at C-DAC Noida**

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: www.cdac.in / www.eprocure.gov.in etc.; 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 corrigendum(s) 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.
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 your department/ organization 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,

Authorized Signatory.
(Signature of the Bidder, with Official Seal)
Email id for correspondence.