

**THE INSTITUTE OF MATHEMATICAL SCIENCES**  
**IV Cross Road, C.I.T. Campus, Taramani, Chennai 600 113.**



**TENDER DOCUMENT**  
*For*

**16 Mbps(1:1) INTERNET BANDWIDTH THROUGH LEASED LINE(FIBER LOOP)**

**&**

**24 Mbps(1:1) INTERNET BANDWIDTH THROUGH LEASED LINE(FIBER LOOP)**

**Tender Notice No.IMSc/Network/2012-13/Internet bandwidth-02**

**Pre-bid Meeting:25<sup>th</sup> July 2012 @ 2 PM**

**Last Date and Time for downloading Tender up to: 17<sup>th</sup> Aug. 2012 Time : 1.00 PM**

**Last Date and Time for Submission of Tender: 17<sup>th</sup> Aug. 2012 @ 3.00 PM**

**Tender opening date and time (Part I):17<sup>th</sup> Aug. 2012 @ 3.30 PM**

***XII PLAN PROJECT***  
***YEAR 2012-13***

**Advanced Study in Mathematics and Computing/Networking Facilities**



## SECTION - I

### INSTRUCTIONS TO TENDERERS

#### 1.0 Introduction

The Institute of Mathematical Sciences (IMSc) is a national institute for fundamental research in frontier disciplines of Mathematical and Physical Sciences: Theoretical Computer Science, Mathematics and Theoretical Physics under the administrative control of Department of Atomic Energy, Govt. of India.

#### 2.0 Invitation to Tender

- 2.1 Director, The Institute of Mathematical Sciences, Chennai, India, invites sealed quotations in Two Parts, Part-I Techno-Commercial and Part-II Price in duplicate in separate envelopes from authorized, established, reliable and direct Internet Service Provider (ISP) of Category 'A' and should be an active member in NIXI, for requirement as set forth in the "Schedule of Requirements".
- 2.2 All offers in the prescribed formats should be submitted on or before the time and date fixed for the receipt of offers as indicated in the tender document. **Offers received after the stipulated time and date shall summarily be rejected.**
- 2.3 This Institute being a Premier Research and Educational Institution under the Administrative Control of Department of Atomic Energy, Govt. of India, and discount as applicable to Research Institutes/Educational Institutes may be provided in the quote.
- 2.4 Institute's requirement is  
16 Mbps(1:1) or 24 Mbps (1:1) Internet bandwidth through leased line (fiber loop) and will be hence forth referred to as **Internet Bandwidth(IBW)** in this document.

#### 3.0 Schedule of Requirements

- 3.1 Presently, IMSc has 12Mbps (1:1) leased line connectivity and planning to upgrade it to 16Mbps (1:1) or 24 Mbps(1:1) Internet bandwidth services through leased line (fiber loop).

Institute of Mathematical Sciences (IMSc) is located at IV Cross Road, CIT Campus, Taramani, Chennai 600 113. IMSc invites quotes for 16Mbps (1:1) and 24 Mbps (1:1) Internet bandwidth services through leased line (fiber loop) from

reputed Category-A ISPs and active member in NIXI, initially for a period of **one year** which may be extended further on a mutually agreed terms for the services required depending on the performance during the first year.

Following are the requirements for the above mentioned IBW

- 3.2 *The service provider should have at least three cable landing stations and should have Internet bandwidth on at least 3 different cable systems. The landing stations and cable systems should be owned(fill in Annexure-1).*
- 3.3 *The service provider should also indicate their total unshared external bandwidth(fill in Annexure-1).*
- 3.4. *The Service provider should provide information on their sold leased line Internet bandwidth capacity(fill in Annexure-1).*
- 3.5 *The service provider should list all the under sea cable and satellite connections giving source, destination and connecting media in Annexure-1.*
- 3.6 *The service provider should have DOT license to set up and operate International gateways and should have minimum three International Gateways to maintain uninterrupted Internet connectivity. Service provider should have their own gateways. The vendor should be direct Category-A ISP(with valid licenses) and preferably have own multiple international Internet gateways. Intermediaries may not be allowed. They should have installation base of minimum 500+locations/clients giving ISP facilities via leased lines 2 Mbps and above. The complete list can be submitted as html formatted file in descending order of bandwidth. The service provider should provide list of gateways giving source, destination, connecting media, hired total Internet Gateway bandwidths & its utilisation in Annexure-1.*
- 3.7 *The ISP should be connected to the nearest NIXI node wherever possible to announce all its regional routes. This will guarantee the exchange of regional traffic within a NIXI node. Monthly traffic exchange(incoming & outgoing for 3months) by the ISP at the NIXI(Chennai) node can be indicated.*
- 3.8 The service provider should provide Full Class C (255) IPV4 immediately and provide IPV6 addresses for complete migration.
- 3.9 The service provider should provide a single window service for last mile

connectivity with self healing fiber optic ring through different routes(paths) and the IBW. Getting clearances for the Last Mile connectivity is in the scope of the service provider.

- 3.10 The service provider should provide DNS services including reverse Lookups and registration for both IPV4 and IPV6.
- 3.11 Service provider should indicate their SPAM control mechanism and traffic routing mechanism.
- 3.12 The ISP should maintain the **Service Level Agreement(SLA) for 99.9% uptime** through the self healing fiber optic ring with 24/7 for the required IBW service.
- 3.13 Documentary evidence should be produced relating to Paras from 3.2 to 3.7 and produce company profile, including client list of the similar or Internet bandwidth with contact details, date of commencement of ISP service and category, IP spectrum assigned to them. Bidders who are satisfying the conditions from 3.2 to 3.7 will be considered for further technical evaluation.
- 3.14 Service provider should quote separately for one time cost and recurring cost as follows in the specified format attached.
  - 3.14.1 One time cost:
    - 1) Last mile connectivity charges
    - 2) Installation and commissioning of the Internet bandwidth at our identified location
  - 3.14.2 Recurring expenditures for the first year
    - 1) Internet bandwidth port charges
    - 2) Recurring charges if any for the last mile connection
    - 3) Other charges, if any to establish the complete solution for one year.
- 3.15 Total cost combining items 3.14.1 and 3.14.2.

### **3.16 Scope of work:**

The assured Internet bandwidth should be functional at our premises through the last mile connection. The termination of the last mile connection should be made in the network rack installed in the Central Computer Facility room of the new building in the Institute. This last mile termination should be only for the Institute's Internet

facility. One Ethernet port of the available Cisco router should be connected to the last mile termination through proper interface and the other Ethernet port should be connected to the existing firewall. The available Cisco router should be configured for the INTERNET bandwidth connectivity with ACLs. If any earth work is involved inside the Institute premises it should be coordinated with our site Engineers/Scientific Officers. The Institute will provide power supply through 2x40KVA UPS 3  $\Phi$  (400V) +/- 1% output, 50 Hz +/- 8% connected in PRS mode and with backup power through 250 KVA automatic DG set. Centralised Air conditioners are provided in the building to maintain enough cooling. The complete installation should be in the existing infrastructure.

#### **4.0 Compliance with the Technical Specifications:**

- 4.1 Equipment/Services shall be in accordance with the stipulated technical specifications. If it is not meeting the specification the tender will not be considered for evaluation.
- 4.2 Acceptance Terms: The circuit performance will be analysed using MRTG or equivalent software for the assured bandwidth point to point from various geographic locations.
- 4.3 **The Institute reserves the right to conclude the contract either for 16 Mbps (1:1) or 24 Mbps (1:1) bandwidth.**

#### **5.0 Tender Fee:**

- 5.1 Tender document can be obtained by remitting Rs. 312/- (Rupees Three Hundred and Twelve only) to Accounts Officer, IMSc and if the tender document is downloaded, the tender fee shall be remitted by demand draft from any one of the schedule banks drawn in favour of Institute of Mathematical Sciences and payable at Chennai at the time of submission of tender along with D/D for EMD.

#### **6.0 Earnest Money Deposit:**

- 6.1 Earnest Money Deposit amounting to Rs.28000/- (Rupees Twenty Eight Thousand only) should be submitted along with the tender in the form of demand draft drawn in favour of Institute of Mathematical Sciences payable at Chennai from any one of the schedule banks.

#### **7.0 Submission of offer:**

- 7.1 All tenders in response to this invitation shall be submitted in two parts as under in two different sealed envelopes and both the envelopes along with the third envelop

containing EMD/tender fee should again be placed in a bigger envelope and sealed.

- 7.1.1 Part-I (Technical): This cover shall be superscribed **Part – I Technical Bid for Internet Bandwidth and with tender number as IMSc/Network/2012-13/Internet Bandwidth-02 with due date.**

It should also bear the name and address of the bidder in a corner. Part-I will have:

- i. Covering Letter from Bidder
- ii. Technical specifications in a prescribed format
- iii. Complete technical proposal, including nearest POP distance, Schematic Diagram and to complete the scope of work as mentioned above.
- iv. Eligibility Documents.
- v. Copy of Certificates/P.O. with proof of having executed such similar Projects.
- vi. All the commercial terms other than price.
- vii. Registration details of Sales Tax, Service Tax, VAT etc. and PAN No. for Income Tax.
- Viii. In the commercial bid Taxes and Duties if any payable should be indicated separately, failing which, it will be presumed that the quoted rates are inclusive of all the taxes and duties and no other payment for the same will be admitted later.
- ix. The price in any form should not be indicated in the Technical bid. If the price is indicated in Part-I or price bid is not kept in a separate sealed cover, the tender will be rejected.**

- 7.1.2 Part-II (Price): This cover shall be superscribed **Part – II Price Bid for Internet Bandwidth and Tender Number and due date.**

It should also bear the name and address of the bidder. The price bid should contain covering letter from the bidder and their price bid should be submitted only in the prescribed format **Annexure -2** and **Annexure-3.**

- 7.2 In the Price Bid, the prices and other information like discounts having a bearing on the price shall be written both in Words and Figures. If there is discrepancy between the price information quoted in words and figures, the price information quoted in words will be treated as final. No conditional discount will be accepted.
- 7.3 Each page of the offer shall be numbered and bear the signature of the tenderer at the bottom. All offers shall be either type written/printed neatly in indelible ink. Any corrections should be properly attested by tender signing authority.
- 7.4 Part-I(Technical) envelope and Part-II(Price) envelope and cover containing

EMD/Tender fee if any should be kept in a common envelope and this envelope should again be sealed and super scribed with the purchaser's tender number and the last date and time specified for receipt and opening indicated in the tender document and should reach The Registrar, Institute of Mathematical Sciences, IV Cross Road, C.I.T. Campus, Taramani, Chennai 600 113 on or before the time and date specified for its receipt.

- 7.5 Only the tenderers whose Technical part (Part-I) are found suitable/acceptable to the purchaser, will be given advance intimation by the purchaser to enable such tenderers to depute their representative to participate in the opening of Part-II (Price) of the tender. The technically unqualified tenderers will neither be given intimation about the due date and time for opening of Part-II of the tender nor they will be permitted to participate in the opening of the same. Part-II of the technically disqualified tenderers will not be opened. The Director Institute of Mathematical Sciences reserves the right to call for a revised price bid based on the recommendations of the committee which evaluates the tender bids.

## **8.0 Pre-Bid Meeting**

A pre-bid meeting, to explain the requirements, technical specifications and clarify any commercial points raised by the firms will be held at the **Institute on 25<sup>th</sup> July 2012 @ 2 P.M.**

## **9.0 Tender Opening**

- 9.1 Unless otherwise preponed or postponed with advance intimation to the tenderers, the Part-I Technical Bid of the tender will be opened at the office of The Registrar, Institute of Mathematical Sciences, CIT Campus, Taramani, Chennai 600 113 on the date and time indicated in this tender document.
- 9.2 Late/delayed tenders: If the Part-I, Part-II and EMD do not reach The Registrar, Institute of Mathematical Sciences on or before the due date and time specified for its receipt, such tenders will be treated as late tenders and will neither be opened nor considered by the purchaser and will be summarily rejected.
- 9.3 The authorised personnel from the company may be present at the technical bid opening and Pre-Bid meeting with the valid authorisation letter. Technically qualified bidders will be informed in writing, the date of opening of Price bid at the appropriate time.
- 9.4 Tendered price should be valid for 90 days from the date of opening of Part-I techno-commercial bid. The price quoted should be firm for the entire contract

period of one year and no revision will be allowed.

#### **10.0 Evaluation of offer**

- 10.1 Evaluation of the offer is made in two stages, viz. Technical Bid Evaluation and Price Bid Evaluation. At the time of Part-I evaluation, the vendors may be called for detailed discussions at a specified date, time and venue, if required or called for clarification in writing from them.
- 10.2 The Price bids of the technically qualified vendors only shall be opened in the presence of their representatives if present on a specified date and time at the Office of the Registrar IMSc, Chennai which will be intimated to the successful tenderers.

#### **11.0 General**

- 11.1 The tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding/following clauses and sub-clauses are completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated in the tender document may be liable for rejection.

#### **12.0 Effect and validity of offer**

- 12.1 The submission of any offer connected with these specifications and documents shall not constitute an agreement and the tenderer shall have no cause of action or claim, against the Purchaser for rejection of his offer. The Purchaser reserves the right to reject or accept any offer or offers at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the Purchaser.
- 12.2 The offer shall be kept valid for acceptance for a minimum period of 90 (Ninety) calendar days from the due date for opening of Part I of the tender. Offers with shorter validity period will be liable for rejection.
- 12.3 The offer shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by the Purchaser to the successful bidder. While the offer is under consideration, if necessary, the Purchaser may obtain clarification on the offers by requesting for such information from any or all the tenderers either in writing or through personal contacts as may be considered necessary.
- 12.4 The contract shall be valid for a period of one year only. However, the Purchaser reserves the right to review the requirement before the expiry period of 12 months depending upon the need for continuity, the performance of the contractor and

extend the contract for further period based on mutual agreement.

- 12.5 The Purchaser shall not be responsible for any delay in submission of the tender bids including postal delay. The offers submitted by telex/telegram/fax/photocopy or email would not be considered as a valid offer and will not be evaluated. No further correspondence will be entertained on this matter.
- 12.6 In the event, the ISP's company or concerned division of the company is taken over/bought over by another company, all the obligations under the agreement with the Purchaser shall be passed on to the new company/division for compliance by the new company.
- 12.7 All ISPs will automatically agree to honour all aspects of fair trade practices in executing the purchase orders placed by the Purchaser by responding to this tender.
- 12.8 If the name of the product is changed for describing substantially the same product in a renamed form, then all techno-financial benefits agreed, with respect to the original product shall be passed on to the Purchaser and the obligations of the vendor towards the Purchaser in respect to the product with old name shall be passed on to the product so renamed.
- 12.9 The Registration Nos. / PAN No. of the firm allotted by the Sales Tax /Service Tax/Income Tax authorities, shall invariably be given along with relevant documents.
- 12.10 In the case of tenderer whose tender is accepted for placing the order, the tenderer shall give a Bank Guarantee from SBI or from a Nationalised Bank equivalent to 10% (ten percent) of the order value as per the format furnished by the purchaser along with the contract/purchase order as performance guarantee, valid for two months beyond the contract period for the due performance of the contract.
- 12.11 ISP, whose bid is finally accepted should be prepared to complete the installation and providing of services within 6 weeks from the date of issue of the Purchase Order.
- 12.12 Institute reserves the right to call for the revised price bid if necessary taking in to account the technical changes which have financial impact after opening the technical bid.**
- 12.13 The Institute reserves the right to reject one or all tenders taking into consideration the interest of the Institute.**

### **13.0 Performance Bond:**

- 13.1 On acceptance of tender, the successful bidder shall within the period specified by the purchaser, deposit with him in cash or at the option of the purchaser in such other form as the purchaser may determine a Performance Guarantee not exceeding 10% of the contract value.
- 13.2 If the contractor fails to provide the security within the period specified such failure shall constitute a breach of contract and the purchaser shall be entitled to make other arrangements for the execution of the contract at the risk and expense of the contractor and/or to recover from the contractor damages arising from such cancellation. No claim, shall lie against the purchaser either in respect of interest if any due on the security deposit or depreciation in value.

\*\*\*\*\*

## **Section – II**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1. Definitions and interpretation**

In the contract, unless the context otherwise requires:

- 1.1 “Acceptance of the Tender” means the letter communicating to the “ISP” the acceptance of his tender and include an advance acceptance of his tender.
- 1.2 “Contract” means and includes bid invitation, instructions to tenderers, tender, acceptance of tender, general conditions of contract, schedule of requirements, particulars and other conditions specified in the acceptance of tender and a formal agreement, if executed.
- 1.3 “Purchaser” means and includes an officer who is authorised on behalf of The Institute of Mathematical Sciences to place the order.

#### **2. Background Information**

- 2.1 The “ISP” shall provide the following information with the bid to provide background information on vendor to Tender Committee:
  - a. Company profile
  - b. Organisation Structure with contact details
  - c. Details of experienced professionals
  - d. Customer support strength at each location
  - e. Network layout diagram National/International connectivity
  - f. Service call escalation procedure with contact details (24/7)
  - g. List of clients of the similar or higher Internet bandwidth
  - h. Purchase order copies of similar works undertaken excluding commercial details/price
  - i. Name, designation, telephone number, e-mail details of the concerned persons from your organisation who are specifically authorised to deal with this tender/contract.

#### **3. Penalty for delay in execution**

- 3.1 The selected vendor should be prepared to complete the installation and providing

of services within 6 weeks from the date of issue of the purchase orders.

- 3.2 If the vendor fails to deliver/execute the order within the period prescribed for such delivery/execution, then the Liquidated Damages will be @1% per week on contract value and a maximum of 10% on contract value.
- 3.3 The decision of the authority placing the order, whether the delay in execution has taken place or not on account of reasons attributed to the vendor, shall be final.

#### **4.0 Performance Guarantee Bond:**

- 4.1 The vendor shall furnish Performance Bank Guarantee as per the format prescribed by the Institute for 10% of the total contract value from SBI or any one of the Nationalised Banks towards satisfactory execution of the contract including installation, commissioning and acceptance of Internet Bandwidth connections by the Institute and satisfactory performance of the hardware and software supplied and for services to be provided during the validity of the contract which shall be valid for 14 months from the date of successful commissioning. This should be furnished within 10 days from the date of successful commissioning.
- 4.2 If the vendor, having been called upon by the Purchaser to furnish Performance Guarantee Bond fails to furnish the same, it shall be lawful for the purchaser.
  - a) To recover the amount of the bond from the vendor by deducting the amount from any pending bills of the vendor under any contract with Purchaser including this contract.
- 4.3 On performance and completion of the contract in all respects, the Performance Guarantee Bond will be returned to the vendor. No interest is payable on the EMD/Performance guarantee submitted.

#### **5.0 Force Majeure**

- 5.1 Force Majeure is herein defined as any cause which is beyond the control of the contractors or the purchaser, as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the contract, such as
  - 5.1.1 Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics.
  - 5.1.2 Acts of any Government, domestic or foreign, including but not limited to war-declared or undeclared, priorities, quarantines.
  - 5.1.3 Other phenomena including but not limited to hostilities, riots, civil commotion and

declared lock-out in Contractor's works.

## **6.0 Freight & Taxes**

- 6.1 The prices should be inclusive of all charges for safe delivery up to the site of installation. Octroi Duty and Special Taxes, if any, shall be borne by the vendor. Any taxes and duties applicable over and above the price quoted in part II should be clearly indicated in the techno-commercial bid – Part I.

## **7.0 Safety Measures**

- 7.1 The vendor shall take all precautionary measures in order to ensure the safety of their personnel (his representative, agent, sub vendors or workmen) working in the office while executing the work.
- 7.2 The vendor shall ensure that unauthorised, careless or inadvertent operation of installed equipment, which may result in accident to their staff and or damage to the equipment do not occur.
- 7.3 The vendor shall assume all liability for and give to the Purchaser the complete indemnity against all actions, suits, claims, demands cost charges or expenses arising out of and in connection with any accident, death or injury, sustained by any of their person or persons within the office premises and any loss or damage to the Purchaser's property/person sustained due to the act or omissions of the vendor irrespective of whether such liability arises under the workman compensation act or any other statute in force from time to time.
- 7.4 If there is any issue due to which the ISP provider decides to disconnect the service, intimation should be sent to IMSc 14 days in advance to sort out the issue and avoid disconnection. There should not be any arbitrary disconnection without prior intimation. Any such act will be viewed as violation of contract terms and action as deemed fit within the contract terms will be taken.

## **8.0 Payment Terms**

- 8.1 Payment of the contract price shall be in two parts.
- i. 100% of the one time charges shall be paid after delivery / supply of the equipments and providing of services within 6 weeks from the date of issue of the Purchase Order and after receipt of satisfactory installation report from IMSc authorities. The payment will be made within 5 working days after receipt or satisfactory installation report and invoice.

- ii. In the second part, recurring charges shall be paid as pro rate basis in monthly installments at the end of each month against submission of bill/invoice duly certified by the officer in charge in the Institute for satisfactory performance during the month. Payments shall be made after making the recoveries if any due to the Institute and any statutory recoveries as per the act in force. The ISP should ensure that the bill/invoice for the month to reach the IMSc office in time to avoid the delayed payment. Non submission of bill/invoice in time for payment by the ISP and does not claim for disconnection/termination of service for the delayed payment
- 8.2 A pre-receipted bill shall be submitted in duplicate in the name of IMSc. It shall be done soon after the delivery and installation of the items along with a copy of the duly receipted delivery challan and original excise Invoice, if any.
- 8.3 The rate offered by you and accepted by us for recurring payment towards Internet Service shall be the lowest rate for similar nature of work. In the event of your having rendered same/identical service at a rate lower than the rate stipulated in the contract, at any time during the currency of the contract, it shall be brought to the notice of the Institute immediately and that such reduced rate alone shall be applicable for this contract from the date on which such reduced rate became effective to others.
- 9.0 TheWarranty**
- 9.1 Internet services with related equipments installed by the vendor, shall have a comprehensive on site warranty for the entire period of the Service Contract after the successful commissioning and acceptance.
- 9.2 The bidder shall ensure an uptime of 99.9% IBW for the entire duration and should not disconnect or terminate or suspend the Internet bandwidth link during the contract period. Failing the above may lead to the penalty clauses.
- 9.3 Minimum two months advance notice should be issued before terminating the IBW by the ISP for want of discontinuing the contract.
- 9.4 In the event of abrupt termination of IBW by the ISP the amount equivalent to the downtime or so to the Performance Bank Guarantee(PBG) shall be recovered by en-cashing the PBG and money so recovered shall be forfeited. The ISP shall not be entitled to any damages or compensation for such termination. This is over and above the penalty clause.
- 9.5 ISP will ensure maintaining services from the nearest service center which should be well equipped with service engineers and sufficient spares. The maintenance/complaint call should be attended immediately on receipt of the phone call.
- 9.6 The two months advance notice will be issued to the ISP for want of discontinuing the contract by IMSc.

## **10.0 Penalty for downtime**

10.1 If the IBW service remains down for any reason(technical/non-technical), the penalty will be charged as follows:

|     |                              |                                                                                                                    |
|-----|------------------------------|--------------------------------------------------------------------------------------------------------------------|
| i   | 2hrs to 10hrs of downtime    | 1% of the annual charge as penalty cumulative per quarter                                                          |
| ii  | 10hrs to 24hrs of downtime   | 3% of the annual charge as penalty cumulative per quarter                                                          |
| iii | More than 24 hrs of downtime | 3%of the annual charges as penalty for every 24 hrs downtime cumulative per quarter and Revocation of the contract |

10.2 In case of any defaults in the service, the report from the Computer Division of IMSc shall be final.

## **10.3 Problem Reporting/Escalation Mechanism:**

- a) Complaint registration should be directly with human interaction on designated contacts and should be followed with emails and NO TOLL FREE/IVRS reporting mechanism should be entertained.
- b) E-mail reporting system should indicate the reference No: and the complaint rectification updates should be followed in specified time.
- c) Details of separate designated personals for each of the issues related with Technical, Billing(Accounts), Sales(Market) with the escalation matrix in that division should be intimated to IMSc. In IMSc, Scientific Officer(Computer) will be the nodal point of contact.
- d) Updated list of complete Escalation matrix should be intimated periodically.
- e) Periodic service utilisation reports should be sent by e-mail and the data should be maintained till the contract period.

## **11.0 Arbitration**

- 11.1 In the event of any question, dispute or difference arising under these conditions 'Instructions to Tenderers' or in connection with this contract the same shall be referred to the arbitration of a sole arbitrator, to be appointed by Director, IMSc or his nominee. The award of the arbitrator shall be final and binding on the parties to this contract. The arbitration shall be held at Chennai. The proceedings of arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory amendments thereto and both the parties to this contract shall bear the cost of arbitration equally. In case of appeal if any against the Arbitration award the courts at Chennai alone shall have jurisdiction over the proceedings.

## **12.0 Export License**

- 12.1 It is entirely the responsibility of the contractor who is quoting for the materials of foreign origin to ensure necessary permission/license/authorization as required from the respective Government is obtained before arranging shipment. Institute of Mathematical Sciences will not be responsible for arranging these documents.

## **13.0 Settlement of Commercial Terms and Conditions:**

In case commercial terms and condition are at variance with the purchasers general terms and conditions of the contract with the tenderer chosen for award of the contract, Director, IMSc or his authorized representative will settle the commercial terms and conditions of the contract, by holding discussions with the selected vendor or through correspondence. In case tenderer concerned to whom intimation thereof is given does not respond/fails to respond to communication sent within the specified date, the tender is liable for rejection at the discretion of the Director, IMSc.

## **14.0 Subletting:**

- 14.1 The tenderer in the event of tender being accepted by the purchaser shall not assign/sublet or delicate the contract or any part thereof without the prior consent of the purchaser. The contractor shall be solely responsible for the satisfactory execution of the contract, irrespective of the fact whether a part or portion of the contract has been assigned or sublet by him to a sub contractor even when such sub-contracting has been done with the prior consent of the purchaser.

#### **15.0 Contractors Liability for Defective Stores:**

For the entire warranty period after the stores have been accepted by the purchaser, the contractor shall be responsible for any defects that may be discovered in due course, notwithstanding that such defects could have been discovered at the time of inspection or any defects therein are found to have developed under proper use, arising from faulty materials, design or workmanship the contractor shall remedy all such defects as aforesaid at his own cost provided he is called upon within two months after the expiry of the contract period from the date of acceptance thereof to do so, by the purchaser who shall state in writing in what respect the goods are faulty and further if in the opinion of the purchaser the defects are of such a nature that it is necessary to replace any defective stores, such replacement shall be made by the contractor without any extra cost to the purchaser. The decision of the purchaser, as to whether or not the stores delivered are defective or any defect has developed within the said contract period or whether the nature of the defects warrant replacement shall be final, conclusive and binding on the contractor.

#### **16.0 Patent Indemnification:**

- 16.1 The contractor shall indemnify and keep indemnified the purchaser from and against any and all claims, actions, costs, charges and expenses arising from or for infringement of patent rights, copy right or other protected rights of any design, plans, diagrams, drawings in respect of the stores supplied/service provided by the contractor or any of the manufacturing methods or process adopted by the contractor for the stores supplied/service provided under the contract.
- 16.2 In the event of any claim being made or action being brought against the purchaser in respect of the matter referred above, the contractor shall promptly be notified thereof and he shall at his own expense conduct all negotiations for the settlement of the same and any litigation that may arise there from.
- 16.3 In the event of any designs, drawings, plans or diagrams or any manufacturing methods or process furnished or bandwidth service provided by the contractor and their use thereof constitutes infringement of patent or any other protected rights, the contractor shall procure for the purchaser, at no cost to the latter, the right to continue using the same or to the extent it is possible to replace the same so as to avoid such infringement or modify them so that they become non-infringing but such modifications shall otherwise be to the entire satisfaction of the purchaser.
- 16.4 The provision of this clause shall remain effective and binding upon the contractor even after the completion, expiration or termination of the contract.

**17.0 Catalogues/Technical Literature:**

- 17.1 All necessary catalogues/drawings/technical literature data as are considered essential for full and correct evaluation of the offers shall invariably accompany the Part-I (Techno- commercial) of the tender.

**18.0 Responsibility for Completeness:**

Any fittings or accessories which may not be specifically mentioned in the specification but which are usual or necessary, are to be provided by the contractor without extra charges.

**19.0 Deduction of Tax at Source:**

All taxes and duties which are liable for deduction at source as per the relevant acts will be deducted from the payment due to the firm

\*\*\*\*\*

**Annexure – 1**  
**Format of Technical Specifications**

**(Ref. Clause 3.2 to 3.7 of Section-I)**

**Name of the Purchaser : The Institute of Mathematical Sciences,CIT Campus,  
Taramani, Chennai - 600113**

**Name and address of the :  
Internet Service Provider**

**Table :1 Direct Connectivity:**

| <b>Sl. No.</b> | <b>Source</b> | <b>Destination</b> | <b>Connecting Media/Cable Name</b> | <b>Capacity</b> |
|----------------|---------------|--------------------|------------------------------------|-----------------|
| <b>1</b>       |               |                    |                                    |                 |
| <b>2</b>       |               |                    |                                    |                 |
| <b>3</b>       |               |                    |                                    |                 |
|                |               |                    |                                    |                 |
|                |               |                    |                                    |                 |

**Table :2 Internet Gateways:**

| <b>Sl. No.</b> | <b>Source</b> | <b>Destination</b> | <b>Connecting Media Fiber / ES</b> | <b>Capacity</b> |
|----------------|---------------|--------------------|------------------------------------|-----------------|
| <b>1</b>       |               |                    |                                    |                 |
| <b>2</b>       |               |                    |                                    |                 |
| <b>3</b>       |               |                    |                                    |                 |
|                |               |                    |                                    |                 |

Total International Internet Gateway bandwidth capacity Hired :

Total International Internet Gateway bandwidth capacity Utilised :

(P.T.O)

**Table:3 Under-Sea Cable:**

| <b>Sl. No.</b> | <b>Source</b> | <b>Destination</b> | <b>Landing Station</b> | <b>Capacity</b> |
|----------------|---------------|--------------------|------------------------|-----------------|
| <b>1</b>       |               |                    |                        |                 |
| <b>2</b>       |               |                    |                        |                 |
| <b>3</b>       |               |                    |                        |                 |
|                |               |                    |                        |                 |
|                |               |                    |                        |                 |

**Table:4 NIXI-Chennai Traffic for 3months:**

| <b>Sl. No.</b> | <b>Month/2012</b> | <b>Incoming</b> | <b>Outgoing</b> |
|----------------|-------------------|-----------------|-----------------|
| <b>1</b>       |                   |                 |                 |
| <b>2</b>       |                   |                 |                 |
| <b>3</b>       |                   |                 |                 |
|                | <b>Total</b>      |                 |                 |

**Place:****Date :****Signature of authorized person with seal**

**Annexure – 2**  
**Format of Price Bid for**  
**Providing 16 Mbps (1:1) Internet bandwidth**  
**(Ref. Clause 7.1.2 of Section – I)**

**Name of the Purchaser : The Institute of Mathematical Sciences,CIT Campus,  
Taramani, Chennai - 600113**

**Name and address of the :  
Internet Service Provider**

| <b>Sl. No.</b> | <b>Particulars</b>                                                                                      | <b>₹</b> |
|----------------|---------------------------------------------------------------------------------------------------------|----------|
| <b>1</b>       | <b>One Time Charges:</b> Last Mile Connectivity<br>(Rupees )                                            |          |
|                | <b>Installation and commissioning of the Internet bandwidth at our identified location</b><br>(Rupees ) |          |
| <b>2</b>       | <b>Annual Recurring Charges:</b><br>16 Mbps (1:1) Internet bandwidth port charges<br>(Rupees )          |          |
|                | <b>Last Mile Connectivity charges (Recurring charges if any)</b><br>(Rupees )                           |          |
| <b>3</b>       | <b>Sub TOTAL (1+2)</b>                                                                                  |          |
|                |                                                                                                         |          |
| <b>4</b>       | <b>Any other charges</b><br>(Rupees )                                                                   |          |
| <b>5</b>       | <b>Taxes and Duties if any</b><br>(Rupees )                                                             |          |
| <b>6</b>       | <b>TOTAL CHARGES</b>                                                                                    |          |
|                | (Rupees )                                                                                               |          |

**Place:**

**Date:**

**Signature of authorized person with seal**

**Annexure – 3**  
**Format of Price Bid for**  
**Providing 24 Mbps (1:1) Internet bandwidth**  
**(Ref. Clause 7.1.2 of Section – I)**

**Name of the Purchaser : The Institute of Mathematical Sciences,CIT Campus,  
Taramani, Chennai - 600113**

**Name and address of the :  
Internet Service Provider**

| <b>Sl. No.</b> | <b>Particulars</b>                                                                                      | <b>₹</b> |
|----------------|---------------------------------------------------------------------------------------------------------|----------|
| <b>1</b>       | <b>One Time Charges:</b> Last Mile Connectivity<br>(Rupees )                                            |          |
|                | <b>Installation and commissioning of the Internet bandwidth at our identified location</b><br>(Rupees ) |          |
| <b>2</b>       | <b>Annual Recurring Charges:</b><br>24 Mbps (1:1) Internet bandwidth port charges<br>(Rupees )          |          |
|                | <b>Last Mile Connectivity charges(Recurring charges if any)</b><br>(Rupees )                            |          |
| <b>3</b>       | <b>Sub TOTAL (1+2)</b>                                                                                  |          |
|                |                                                                                                         |          |
| <b>4</b>       | <b>Any other charges</b><br>(Rupees )                                                                   |          |
| <b>5</b>       | <b>Taxes and Duties if any</b><br>(Rupees )                                                             |          |
| <b>6</b>       | <b>TOTAL CHARGES</b><br>(Rupees )                                                                       |          |

**Place:**

**Date:**

**Signature of authorized person with seal**