



बसु बिज्ञान मन्दिर
BOSE INSTITUTE

P-1/12, C.I.T. Scheme VII-M, Kolkata 700 054, West Bengal, India

Ref : BI-K/E-TEND/23/2019-20



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BOSE INSTITUTE

P-1/12, C.I.T. Scheme VII-M, Kolkata 700 054

BIDDING DOCUMENTS

For Tender Notice No.

BI-K/E-TEND/23/2019-20

To be addressed to:

Registrar (Officiating)
Bose Institute, Centenary Building,
P-1/12, CIT Scheme - VII -M
Kolkata - 700054 (INDIA)



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INVITATION TO BIDS

Bose Institute (hereinafter referred to as “Institute or BI”) is an autonomous Scientific Research Institute under Department of Science & Technology, Ministry of Science & Technology, Government of India, invites online tender through CPP Portal from reputed Govt./PSU/Semi-Govt. Organizations for **uncompressed, unfiltered, unshared 1 Gbps Internet Leased Line through FO** that will be terminated in Router after the MUX(both to be installed by ISP on their own cost) in the Computer Centre.

The scope of this tender encompasses ensuring 99.95% uptime with necessary internet bandwidth connectivity to campus network and providing MRTG reports on real time basis. Supply of IPv4 address space is also required.

| Sl. No. | Name of the items | Bid security (EMD) |
|---------|---|--------------------|
| 1. | Installation of 1 Gbps Internet Leased Line | INR 2,00,000.00 |

| Sl. No. | Particulars | Date & Time |
|---------|--|---------------------------------|
| 1. | Date of uploading of NIT & other documents (Online) (Publishing date) | 29.01.2020 |
| 2. | Documents download start date (Online) | 29.01.2020 at 17:30 hrs. |
| 3. | Clarification Start date Queries to be sent to the mail id bipurchase@jcbose.ac.in | 29.01.2020 at 17.45 hrs. |
| 4. | Clarification End date | 05.02.2020 at 13:00 hrs. |
| 5. | Prebid Conference | 06.02.2020 at 14:00 hrs. |
| 6. | Amendment (if any) (On line) | 13.02.2020 at 17:00 hrs. |
| 7. | Bid submission start date (On line) | 14.02.2020 at 17:00 hrs. |
| 8. | Documents download end date (Online) | 20.02.2020 upto 17:00 hrs. |
| 9. | Bid Submission closing (On line) | 20.02.2020 upto 17:00 hrs. |
| 10. | Last Date of submission of Earnest Money Deposit Including the technical brochure, if any (Off line) | 24.02.2020 upto 14:00 hrs. |
| 11. | Bid opening date for Technical Proposals (Online) | 24.02.2020 at 13:00 hrs. |
| 12. | Date of uploading list for Technically Qualified Bidder (online) | To be notified later |
| 13. | Date for opening of Financial Proposal (Online) | To be notified later |

Director, Bose Institute reserves the right to accept or reject any or all tenders either in part or in full. The reasons for rejecting the tender of a prospective bidder will be disclosed only when enquiries are made.



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I. FORMAT OF SUMMARY :

| | |
|--|---|
| 1. Name of the Bidder: | |
| 2. Address of the Bidder | |
| 3. Name & Address of the person to whom all references shall be made regarding this tender Enquiry | |
| 4. Maximum Bandwidth for ILL (1:1, Uncompressed, Unfiltered, Unshared) in Mbps | |
| 5. Total ILL Cost for 1 year (including other charges and taxes) (Capex + Opex) | Price to be quoted in the price bid format of CPP portal |
| 6. Fax Number | |
| 7. Landline Telephone Number | |
| 8. Mobile Telephone Number | |
| 9. Company URL | |
| 10. Email: | |
| Signature | Designation |
| | |
| Date | |
| | |
| Company Seal | |



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II FORMAT FOR SUBMITTING TECHNO-COMMERCIAL BID

1. Format for details of Items and services (unpriced bill of material) (to be submitted with techno-commercial bid only)

| SI No | Maximum Bandwidth (1:1, Uncompressed, Unfiltered, Unshared) | ILL Description | IPv4 address space |
|-------|---|-----------------|--------------------|
| 1 | | ILL | |

2. Format for details of Assured services (to be submitted with techno-commercial bid only)

| SL NO. | ILL DESCRIPTION | NETWORK AVAILABILITY (UPTIME) | LATENCY(ms.) | | | PACKET DROP |
|--------|-----------------|-------------------------------|--------------|----|-----------|-------------|
| | | | US | UK | SINGAPORE | |
| 1. | | | | | | |



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1. Format for details of newly installed items/services & price (to be submitted on price bidonly).

| Sl No. | Installation and Commissioning (MUX, Fiber, Router & Other Equipment etc.) | Description | Price (One time cost) | Taxes/Duties | Total Price |
|--------|--|-------------|-----------------------|--------------|-------------|
| | | ILL | | | |



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Internet Leased Lines (ILL) Specification, IPV4 address spaces and SLA

BI intends to put in place 1Gbps ILLs for its UAC for one year as per the specification mentioned below:

| | |
|-------------------------|--|
| Lease Line Connectivity | 1Gbps (1:1,Uncompressed, Unfiltered, Unshared) |
| Address Space | 32 IPv4 addresses on one subnet (/27) |

Note: If the Institute wants to move to IPv6 at any point of time then such requirements for IPv6 address space will be informed to the vendor (in addition to IPv4 address space). The vendor should provide the required number of IPv6 addresses in such a situation. If BI purchase Own IP address ISP should accommodate the IP address and AS no. to transit through their network. In that case ISP should not use our internal router to route their data to other network(Transit network):

Reports:The vendor should provide software to BI (after termination of network at the router) to check the following apart from the online portal of MRTG.

➤ **RAW Bandwidth being provided toBI by the ISP**

- Periodic schedule to measure and record after every 3 hrs.
BI may ask for Raw Bandwidth report for any point of time based on that the credits may be calculated asper the below (to be filled up by the vendor).

| Raw bandwidth Availability Guarantee Remedy | | |
|--|-------------------|--|
| Parameter | Service Level | Rebate (Hours) in terms of extension of Service |
| Raw bandwidth vailability | 99.99 % - 99.90 % | |
| | 99.89 % - 98.50 % | |
| | Less than 98.50 % | |

Rebate 1:1 shall mean that for every **1 hour of bandwidth below 1 Gbps**, as measured by ISP's network at client end, ISP will extend the service by 1 hour. **1:1.25** means for every 1 hour of bandwidth below 1 Gbps, as measured by ISP's network, ISP will extend the service by 1 hr and 15 minutes. **1:1.5** would mean that for every 1 hour bandwidth below 1 Gbps, as measured by ISP's network, ISP will extend the service by 1 hr and 30 minutes.



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➤ **Multi Router Traffic Grapher (MRTG)** access through online portal must be provided by ISP. The following feature should be available in MRTG:

- Bandwidth (Hourly, Daily, Weekly, Monthly categorization).
- Availability (Hourly, Daily, Weekly, Monthly categorization).
- Latency (Hourly, Daily, Weekly, Monthly categorization).

Summary of the above in one page should be available.

I. SLA Required FOR ILL(vendor should fill up the blank column):

| Peering Points | Network Availability | Round Trip Delay between ISP Gateway Router and ISP upstream peering point(ms) | Packet Drop(%) |
|----------------|----------------------|--|----------------|
| USA | ≥ 99.95% | ≤ | ≤ |
| UK | ≥ 99.95% | ≤ | ≤ |
| Singapore | ≥ 99.95% | ≤ | ≤ |
| Japan | ≥ 99.95% | ≤ | ≤ |
| Australia | ≥ 99.95% | ≤ | ≤ |



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**Bidders Prequalification Criterion (To be submitted with
techno-commercial bid)**

1. Bidder's Pre qualification Criterion:

| Sl No | Description | Document Required | Compliance (Yes/No) | If YES provide reference page number in Techno-Commercial bid |
|-------|---|----------------------|---------------------|---|
| 1 | The ISP should be a member of NIXI (National Internet Exchange of India). | Documentary evidence | | |
| 2 | Tier I / Class A ISP – The bidder should have Class AISP License. | Documentary evidence | | |
| 3 | The ISP should have at least 2 Cable Landing stations (Multiple international path) or should have leased capacity in at least 2 Cable Landing stations (Multiple international path) as international Gateways in India. | Documentary evidence | | |
| 4 | The ISP should have at least 100 international/ domestic Points of Presence (PoP) | Documentary evidence | | |
| 5 | Bidder should have minimum 150Gbps of aggregate exit capacity from India. | Documentary evidence | | |
| 6 | The bidder should have at least an aggregate bandwidth of 150Gbps of subscribed customers | Documentary evidence | | |



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| | | | | |
|----|---|----------------------|--|--|
| 7 | The ISP should provide the Last mile connection through Optical Fiber Cable (Underground)(and if possible by RF for redundancy) | Documentary evidence | | |
| 8 | The bidder should support IPv6 on the Internet backbone with Dual Stackable capacity | Documentary evidence | | |
| 9 | ISP should have their own/direct access to international gateway in India, for providing Internet bandwidth, which should be connected onto international fiber systems only (not on satellite) | Documentary evidence | | |
| 10 | The ISP should have a fully functional Customer Service Centre in this region which is operational 24/7. | Documentary evidence | | |
| 11 | The bidder should have Total aggregate Backbone capacity of more than 1500Gbps. | Documentary evidence | | |
| 12 | The ISP should have fully resilient and self-healing network architecture, on fiber medium, for the domestic backbone up to the international gateway in India | Documentary evidence | | |



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| | | | | |
|----|---|----------------------|--|--|
| 13 | The ISP should have centralized trouble ticketing tool for call logging, monitoring and Troubleshooting purpose | Documentary evidence | | |
| 14 | ISP should not be Blacklisted in any PSU OR Govt. Organization in last three years | Documentary evidence | | |
| 15 | ISP should support port speed upto 10 Gig of capacity | Documentary evidence | | |
| 16 | ISP should have ISO27001 Certified | Documentary evidence | | |
| 17 | ISP should have 24x7 NOC on a BCP Mode | Documentary evidence | | |
| 18 | ISP should have 24x7x365 online technical support. | Documentary evidence | | |
| 19 | ISP should have 24x7x365 online call login facility through email, toll free no. & call login portal. | Documentary evidence | | |
| 20 | ISP must have a help desk within city for technical support & call login. | Documentary evidence | | |
| 21 | ISP must have on call engineer for attending any urgent issue at customer Premise. | Documentary evidence | | |
| 22 | ISP's helpdesk should use call login software to log call & should supply a ticket no. to the customer. | Documentary evidence | | |



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**Bose Institute
Kolkata**

INSTRUCTIONS TO THE BIDDERS

DESCRIPTION OF THE WORK

Supply Internet Leased Line (ILL) and the maintenance thereof for 1 Year

CONDITIONS OF TENDER

Penalty Clause:

If the bidder does not abide by the following terms & conditions, the Institute reserves the right to initiate appropriate action (including legal) as deemed necessary unless otherwise specified in any specific terms & conditions.

Note:

Terms & Conditions are subject to change prior to the placement of the final purchase order.

Since BI is a premier national research institute, quote Academic/educational prices of ILL, AMC, software, hardware, and equipment.

1. General

- 1.1 Institute reserves the right to reject any or all the tenders, wholly or without assigning any reason thereof and shall not be bound to accept the lowest tender.
- 1.2 The tender documents are non-transferable and should be submitted in the exclusive name of the party to whom we will actually provide the work order.
- 1.3 All documentation is required to be in English. Tender documents must be digitally signed on all the pages by the bidder.
- 1.4 The Institute reserves the right not to disclose names and rates of successful bidders.
- 1.5 EMD / Bank guarantee of Rs 1.50 lakh drawn in the form of A/C Payee Demand Draft drawn in favor of Bose Institute, Kolkata payable at any bank in Kolkata should be submitted. The EMD/ Bank guarantee is to be submitted as hard copy and should reach the institute before the last date of submission of the tender.



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- 1.6 The bidder has to submit EMD unless otherwise exempted as per government rules. In case a successful bidder (on whom purchase order would be placed) fails to execute the job within specified job completion schedule, even after acknowledgement of the work order the EMD may be forfeited. The earnest money for the successful bidder shall be returned after successful installation and commissioning of the ILL and submission of security deposit.
- 1.7 Unsuccessful bidders will be refunded earnest money without interest, on application to BI within 3 months from the date of issue of work order to the successful bidder.
- 1.8 Each page of the tender should be digitally signed. Full address of the bidder must be mentioned on the tender forms, failing which the tender may not be considered.

2. Validity of offer:

Tenders submitted by bidders shall remain valid for a minimum period of 3 (three) months from the date of opening of tenders. The bidders shall not be entitled during the said period of three months, without consent in writing from BI, to revoke or cancel their tenders or to change the tenders given or any term thereof. In case of bidders revoking or canceling their tenders or varying any terms in regard thereof without consent of BI in writing, the earnest money deposited by them with their offers, will be forfeited.

3. Acquaintance with site:

Bidders should note that the work is to be executed under the existing site conditions while quoting their rates, terms and conditions. The bidders may visit the site to get fully acquainted with the site conditions. No compensation/claims in regard to site conditions/constraints/rules and regulations shall be entertained.

4. Liquidated Damages:

In the event of failure to comply with the stipulated time schedule for completion of the service/execution, BI will have the right to recover from the contractor towards Liquidated Damages for delay, to the extent of 0.5% of the cost of unfinished portion of work per week or part thereof up to a maximum of 5% of the total contract value.

5. Risk Purchase:



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In case of the supplier's failure to provide satisfactory service toward the scope of work abiding the SLA, BI reserves the right to go for the same service from other sources by fresh tendering and in that event additional cost incurred by BI for actual final executing the job if any, will be recovered from the supplier.

6. Format of Price Schedule and related terms:

- 6.1 ***Bidder must quote in Rupees.*** Prices should be quoted as per the enclosed format (in the BOQ excel sheet) both in figures and words. ***The rates offered should be all inclusive and comprehensive in nature.***
- 6.2 The charges quoted shall be kept firm throughout the pendency of contract of this work and no price escalation shall be entertained.
- 6.3 Price schedule should include all required services & modules. A detail breakup of the quoted price indicating one time installation charges and recurring cost should be separately uploaded in the additional folder in BOQ cover.
- 6.4 Any additional service required for successful completion of this project and not mentioned in the price schedule by the bidder shall have to be provided by contractor at no extra cost if the work is awarded to the bidder.

7. Payment terms:

Vendor should raise the half yearly invoice after each half of the year for successful service rendered. Payment of ILL will be made on half yearly basis after the satisfactory service in the half year. The billing will start after the satisfactory testing of the link has been done for 2-3 weeks.

For installation of equipment and laying charges for ILL successful bidder should raise bill of the same after satisfactory testing of the link has been done for at least 2-3 weeks.

8. Enclosures to Tender:

In addition to Tender, bidders are requested to upload the following enclosures in techno-commercial bid:

- (a) Company Profile: description of the company (addresses of Registered Office & Head Office, Primary Business and Turnover during the last financial years, and number of employees at Kolkata etc.)



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- (b) Details of IIL facilities available at Kolkata, and total number of engineers & their qualifications employed for maintenance activity.
- (c) Information of sites (should necessarily include company name, number and type of circuit supplied and name of the contact person) where similar ILL have already been undertaken.
- (d) Escalation Matrix for problem resolution to be supplied.
- (e) Detail component summary sheet (with warranty details) required fro the said installation should be uploaded.

9. Income TaxPAN:

Copy of the PAN issued by the Govt. of India should accompany the tender.
The PAN should be in the name of the firm quoting for the work.

10. GSTCertificate:

Bidder must submit copies of GST registration certificate.

11. Completeness of ILL support:

The contractor shall be fully responsible for the successful functioning and integrated operations of the system as a whole and the omission of any module/services in the specification & description in the document shall not be sufficient reason for non-performance of the system. The contractor should therefore specify, justify and quote for any additional items/services, which they feel, are essential for the functioning of the system.

12. Contract Agreement:

Contract agreement in duplicate on non-judicial stamp paper of value not less than Rs 10 (Rupees ten only) for agreement shall be executed within 10 (ten) days of award of the purchase order to the successful bidder. Until the final contract documents are prepared and executed, this tender document together with the annexed documents, modifications, deletions agreed upon by BI and the bidder thereof shall constitute a binding contract between the successful bidder and BI



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based on terms and conditions in the aforesaid documents and the finally submitted and accepted prices.

13. **Contract Period:** Contract for the ILL will be for initially 1 (one) year and based on satisfactory performance it may be renewed yearly on BI terms and conditions.
14. **Delivery, Installation, Commissioning:** The ILL should be installed, delivered & commissioned in all respects (laying of underground F.O., an redundant underground F.O./RF link, installation of MUX, router & configuration thereof) within 12 weeks from the receipt of purchase order. The Leased line will be terminated on a router from the MUX.
15. **Testing of ILL Link:** - After the installation of ILL is complete BI will ask the successful bidder to start the service. After 2-3 weeks services rendered by the bidder have to be satisfactory and the below mentioned SLA needs to be maintained by the bidder. After that time BI will asked the bidder to start the billing cycle with proper intimation. If the service is not satisfactory in that duration the termination clause will be applied.

16. Service Level Agreement (SLA):

- 16.1 *Network Availability:* ISP's target for Network Availability is 99.95% for any given month. Network Availability will be determined as an average of actual circuit availability as a percent of total potential circuit availability measured on a monthly basis.
- 16.2 *Latency:* ISP's Latency will be determined by round trip delay from ISP's any edge router in INDIA & terminating point with upstream service provider. It will be measured by standard 1000 packets of 64-byte ping. Latency, Packet drop will be under SLA as per the below mentioned table (to be filled up by the vendor)

| Table for Enterprise Internet Service (1:1) | | | |
|---|---|---|-----------------|
| Peering Points | Network Availability (Tier1 POP - Over a Month) | Round Trip Delay between ISP Gateway Router and ISP upstream peering point (ms) | Packet Drop (%) |
| USA | ≥ 99.95% | ≤ | ≤ |
| UK | ≥ 99.95% | ≤ | ≤ |
| Singapore | ≥ 99.95% | ≤ | ≤ |
| Japan | ≥ 99.95% | ≤ | ≤ |



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| | | | |
|-----------|----------------|--------|--------|
| Australia | $\geq 99.95\%$ | \leq | \leq |
|-----------|----------------|--------|--------|

The vendor should also show the routing path and hop delay to yahoo and goggle.

- 16.3** *Packet Delivery:* ISP's target for Packet Delivery is 99.95% for any given month. Packet Delivery will be determined as an average of actual packet delivery as a percentage of total packets. It will be measured by extended 1000 packets of 64 Byte ping from the customer premise equipment (CPE) to ISP's any edge router. On reporting an event of unavailability or delay of packet delivery, ISP should respond within 30 minutes of the report & resolve the issue within 4 Hours. Any further delay will be counted as **Network outage**.

16.4 *Credits:*

Network Unavailability: Network outages will be calculated commencing on the date and time of the opening of a Trouble Ticket and ending at the close of the same Trouble Ticket by ISP Technical Support. However BI may ask for Network availability report at any point of time based on that the credits may be calculated as per the below mentioned SLG table.

Latency: Any Latency/packet drop (more than guaranteed Latency/packet drop as per SLG table) in packet delivery determined by customer side will also follow the same SLG table as Network unavailability. However BI may ask for Network Latency report for any point of time based on that the credits may be calculated as per the below mentioned SLG table (to be filled up by the vendor).

| SLG Table for Network Availability Guarantee Remedy | | |
|--|--------------------|--|
| Parameter | Service Level | Rebate (Hours) in terms of extension of Service |
| Network Availability | 99.949 % - 99.90 % | |
| | 99.89 % - 98.50 % | |
| | Less than 98.50 % | |



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Rebate 1:1 shall mean that for every 1 hour of network downtime, as measured by ISP's network, ISP will extend the service by 1 hour. **1:1.25** means for every 1 hour network downtime, as measured by ISP's network, ISP will extend the service by 1 hr and 15 minutes. **1:1.5** would mean that for every 1 hour network downtime, as measured by ISP's network, ISP will extend the service by 1 hr and 30 minutes.

16.5 Exclusions & Limitations of Credits:

- a) Service outages or performance issues not documented by ISP Trouble Tickets;
- b) ISP network maintenance (should not be performed more than once per quarter Year) performed during the standard maintenance window (2:00am to 4:00am IST); with proper intimation 2 Weeks prior to the maintenance.
- c) ISP emergency maintenance (Should intimate 8 Hrs prior to the incident.).
- d) Failure of customer equipment;
- e) Any reasons of Force Majeure such as natural disasters or Acts of God.



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17. Jurisdiction:

All questions, disputes and/or differences arising under and out of, or in connection with the contract, if concluded, shall be referred to the High Court of Kolkata.

18. Site Visit:

Bidders may visit and do site survey related to this tender before submission of their tender. Workshop, Bose Institute, Kolkata may be contacted to facilitate the site survey.

19. Termination:

If the service quality/SLA fails to meet the need or necessary service quality degrades over time, BI will reserves the right to terminate the contractor with one month notice without assigning any reasons and contractor will withdraw their service/equipment from BI premises within a month.

20. Force Majeure:

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or the Institute as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as: Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics; Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes; Terrorist attacks, public unrest in work area Restriction, Freight Embargo; provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the Institute shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above.



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GENERAL CONDITIONS OF CONTRACT FOR SUPPLY/PURCHASE

I. DEFINITIONS

1. In the contract, the General and Special conditions governing it unless the context otherwise requires:
 - (a) `Acceptance of Tender' means the letter of memorandum communicating to the contractor the acceptance of his tender and includes an advance acceptance of his tender.
 - (b) `Consignee' means where the stores are required by the acceptance of tender to be dispatched by rail, road, air or steamer, the person specified in the acceptance of tender to whom they are to be delivered at the destination; where the stores are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other person, and in any other case the person to whom the stores are required by the acceptance of tender to be delivered in the manner there in specified.
 - (c) `Contract' means and includes the invitation to Tender/Purchase Enquiry, the instructions to bidders, acceptance of tender, general conditions of contract, special conditions of contract, if any particulars, and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement if executed.
 - (d) The `Contractor' means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators as the case may be unless excluded by the terms of the contract.
 - (e) `Drawing' means the drawings or plans specified in or annexed to the schedule or specification.



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- (f) Institute means Bose Institute, Kolkata.
- (g) The 'Inspection Officer' means the person specified in the contract for the purpose of inspection of stores or works under the contract and includes his authorized representative.
- (h) 'Material' means anything used in the manufacture or fabrication of the stores.
- (i) 'Particulars' include:
- i) Specification;
 - ii) Drawing;
 - iii) Pattern bearing the seal and signature of the inspecting officer (hereinafter called the sealed pattern) which shall include also a certified copy thereof sealed by the Purchaser for the guidance of the inspecting officer.
 - iv) Sample sealed by the Purchaser for guidance of the inspecting officer (hereinafter called the certified sample) which shall include a certified copy thereof sealed by the Purchaser for the guidance of the inspecting officer.
 - v) Trade-pattern, that is to say a pattern, stores conforming to which are obtainable in the open market and which denote a standard of the Indian Standard Institute or other standardizing authority or a general standard of the industry.
 - vi) Proprietary mark or brand means the mark or brand of a product, which is owned by an industrial firm.
 - vii) Any other details governing the construction manufacture or supply of stores as may be prescribed by the contract.
- (j) 'The Purchaser' means Bose Institute, Kolkata and includes its successors and assigns.
- (k) 'Site' means the place specified in the schedule at which any work is required to be executed by the contractor under the contract or any other place approved by the Purchaser for the purpose.



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- (l) `Schedule' means the Schedule annexed to the acceptance of tender.
 - (m) `Stores' means the goods specified in the Schedule which the contractor has agreed to supply under the contract.
 - (n) `Supply Order/Purchase Order' means an order for supply of stores and includes an order for performance of service.
 - (o) `Test' means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer.
 - (p) `Contract Price' shall mean the sum accepted or the sum calculated in accordance with the prices accepted by on behalf of the Purchaser.
2. The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval by the Purchaser to:-
- (a) The consignee at his premises;
 - (b) Where so provided the interim consignee;
 - (c) A carrier or other person named in the contract as an interim consignee for the purpose of transmission to the consignee.
3. Words in the singular include the plural and vice-versa.
4. Words importing the masculine gender shall be taken to include the feminine gender and work importing persons shall include any company or association or body of individuals, whether incorporated or not.
5. The heading of these conditions shall not affect the interpretation or construction thereof.
6. Terms and expressions not herein defined shall have the meanings assigned to them in the (Indian) Sale of goods Act. 1930 (not amended) or the (Indian) Contract Act. 1872 (as amended) or the General Clauses Act., 1897 (amended) as the case may be.

II. PARTIES

The parties to the Contract are the Contractor and the Purchaser, named in the



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Schedule.

III. AUTHORITY OF PERSONS SIGNING THE CONTRACT ON BEHALF OF THE CONTRACTOR

A person signing the tender or any other document in respect of the contract on behalf of the contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person so signing had no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the purchaser, cancel the contract and make or authorize the making of a person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchase.

IV. QUOTATIONS OF RATES BY CONTRACTOR

(a) The price quoted by the Contractor shall not be greater than the controlled or ceiling price fixed by the law or the Government for the stores or where there is not ceiling price, save for special reason stated in the tender be greater than the price usually charged by the contractor for stores of the same nature, class or description to a private purchaser.

(a) If it is discovered that the contractor has contravened the above condition, then without prejudice to any other action which might be taken against him, it shall be lawful for the purchaser (i) to revise the price at any stage so as to bring it in conformity with sub-clause Above or (ii) to terminate the contract and forfeit the security deposit.

V. SECURITY DEPOSIT

(a) Security Deposits will have to be submitted by the successful vendor of amount of 10% of the order value within 7 days of issue of work order.

(b) The Purchaser shall be entitled and it shall be lawful, on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the purchaser or any part thereof to the satisfaction of the purchaser and the purchaser shall also be entitled to deduct from the said deposits any loss or damage which the purchaser may suffer or be put to by reason of or due to any act or other default, recoverable by the Purchaser from



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the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the contractor to maintain the said security deposit at its original limit by making further deposits, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with the Purchaser.

- (c) In the event of the contractor failing to make and to maintain a security deposit in the manner aforesaid he shall be liable to forfeit to the Purchaser any money lodged with the tender by him, and the purchase shall be titled to cancel the acceptance of the tender.
- (d) On the performance and completion of the contract in all respects the Security deposit will be returned to the contractor without any interest on presentation of an absolute 'No Demand Certificate' in the prescribed form and upon return in good condition of any specifications, drawings, samples or other property belonging to the purchaser which have been issued to the Contractor.

VI. DELIVERY

- (a) The Contractor shall, as may be required by the Purchaser delivery free of cost at the place or places detailed in the Schedule to the order, the quantities or the stores detailed therein and the stores shall be delivered and installed not later than the dates specified in the schedule.
- (b) The Purchaser shall not be liable to render assistance to the Contractor in securing or to arrange for or provide transport to the Contractor.
- (c) Notwithstanding any inspection and approval by the Inspector on the Contractor's premises/works prior to dispatch, property, in the stores shall not pass on to the Purchaser until the stores have been received, inspected and accepted by the consignee.
- (d) No stores shall be delivered to the consignee on weekly holidays and public holidays.

VII. TIME FOR AND DATE OF DELIVERY AND INSTALLATION - THE ESSENCE OF THE CONTRACT

- (a) The time for and the date specified in the Schedule or extended for the delivery and installation of the stores shall be deemed to be the essence of the contract and delivery and



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installation must be completed not later than the date(s) so specified or extended.

(c) Failure and Termination

If the Contractor fails to deliver and installation the stores or any instrument thereof within the period fixed for such delivery in the schedule or as extended or at any time repudiates the contract before the expiry of such period the purchaser may without prejudice to his other rights:

- i. Recover from the contractor as agreed liquidated damages and not by way of penalty a sum equivalent to 2% of the price of any stores (including element of taxes, duties, freight etc.) which the contractor has failed to deliver within the period fixed for delivery within the schedule or as extended for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, or
- ii. Cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of stores not so delivered or others of a similar description (where stores exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily procurable) at the risk and cost of the contractor.
- iii. Where action is taken under Sub-Clause (ii) above, the contractor shall be liable for any, loss which the purchaser may sustain on that account provided the purchase or, if there is an agreement to purchase such agreement is made, in case of failure to deliver the stores within the period fixed for such delivery in the schedule or as extended, within six months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery within six months from the date of cancellation of to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the purchaser. It shall not be necessary for the purchaser to serve a notice of such purchase on the contractor.

VIII. EXTENSION OF TIME FOR DELIVERY AND INSTALLATION

If such failure as aforesaid shall have arisen from any cause which the purchaser may admit as reasonable ground for extension of time, the purchaser may allow such additional time as he considers to be justified by the circumstances of the case, and shall forego the whole or



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such part, as he may consider reasonable of his claim for such loss or damage as aforesaid. Any failure or delay on the part of the sub-contractor, though their employment may have been sanctioned under condition XIV(a) hereto, shall not be admitted as reasonable ground for any extension of time or for excepting the contractor from liability for any such loss or damage as aforesaid.

IX. CHARGES FOR WORK NECESSARY FOR COMPLETION OF THE CONTRACT

The Contractor shall pay all charges for handling, stamping, and painting marking, protecting or preserving patent rights, drawings, templates, models and gauges and for all such measures as the Purchaser or the Inspection Officer may deem necessary for proper completion of the contract, though special provision herefore may not be made in the specification or drawings.

X. RESPONSIBILITY OF THE CONTRACTOR EXECUTING THE CONTRACT

- (a) This contract is for supply of the stores of the description, specifications and drawings and in the quantities set forth schedule to the order on the date or dates specified therein.
- (b) Any variation or amendment of the contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the contract or incorporated in formal instrument or in exchange of letters and signed by the parties.
- (c) Risk in the stores

The contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituent part thereof, whether in the possession or control of the contractor, his agents or servants or a carrier, or in the joint possession of the contractor shall remain in every respect at the risk of the contractor until their actual delivery to the consignee at the stipulated place or destination or where so provided in the acceptance of tender until the delivery to a person specified in the schedule as interim consignee for the purpose of dispatch to the consignee. The contractor shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause whatsoever. While the stores after approval by the Inspecting Officer are awaiting dispatch or delivery or are in the course of transit from the contractor to the consignee or, as the case may be, interim consignee. The contractor shall alone be entitled and responsible to make claims against railway administration or other carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage or deterioration of the goods



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entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case maybe.

(d) Consignee's Right of Rejection

Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part, portion or consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the schedule of such stores or part portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

- (e) Provided that where, under the terms of the contract the stores are required to be delivered to an interim consignee for the purpose of dispatch to the consignee the stores shall be at the purchaser's risk after their delivery to the interim consignee, but nevertheless it shall be lawful for the consignee on behalf of the purchaser to reject the stores or any part, portion or consignment thereof upon their actual delivery to him at the destination if they are not in all respects in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in the course of transit or other so after their delivery to the interim consignee.

XI. INDEMNITY

The Contractor shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against the purchaser, the purchaser shall notify the contractor of the same and the contractor shall at his own expense either settle any such dispute or conduct any litigation that may arise therefrom.



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XII. PACKING

- (a) The contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and or sea as provided in the schedule so as to ensure their being free from loss or damage on arrival at their destination.
- (b) Unless otherwise provided in the Schedule all containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the contractor, shall be considered as non-returnable and their cost saving been included in the contract price.
- (c) If the schedule provides that the containers shall be returnable, they must be marked "returnable" and they will be returned to the contractor as per terms of the contract.
- (d) Each bale or package shall contain a packing note specifying the name and address of the contractor, the number and date of the acceptance of tender or supply order and designation of the Purchase Officer or officer issuing the supply order, the description of the stores and the quantity contained in such package.

XIII. NOTIFICATION OF DELIVERY

Notification of delivery or dispatch in regard to each and every installment shall be made to the consignee and to the purchaser and any other authority specified in the acceptance of the tender/or supply order immediately on dispatch or delivery. The contractor shall further supply to the consignee, or the interim consignee, as the case may be, a packing account quoting number of the acceptance of tender and/or supply or repeat order and date of dispatch of the stores.

XIV. PROGRESS REPORTS

- (a) The Contractor shall from time to time render such reports concerning the progress of the contract and/or supply of the stores in such form as may be required by the purchaser.
- (b) The submission, receipt and acceptance of such reports shall not prejudice the rights of the purchaser under the contract, nor shall operate as estoppel against purchaser merely by reason of the fact that he was not taken notice of or subjected to test any information contained in such report.

XV. RECOVERY OF SUMS DUE



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- (a) Whenever any claim for the payment of a sum of money arises out of or under the contract against the contractor, the purchaser shall be entitled to recover such sum by appropriating in whole or in part, the security if any, deposited by the contractor, and for the purpose, aforesaid shall be entitled to sell and/or realize securities forming the whole or part of any such security deposit.
- (b) In the event of the security being insufficient, the balance and if not security has been taken from the contractor, the entire sum recoverable shall be recovered by appropriating any sum then due or which at any time thereafter may become due to the contractor under the contractor any other contract with the purchaser, if such sum even be not sufficient to cover the full amount recoverable the contractor shall on demand pay to the purchaser the balance remaining due.

XVI. WARRANTY

- (a) Contractor shall warrant that everything to be furnished hereunder shall be free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials' of the type ordered and in full conformity with the contract specifications, drawings, or samples, if any and shall, if operable, operate properly.
- (b) The contractor shall, if required, replace or repair the goods or such portion thereof as is rejected by the purchaser free of cost at the ultimate destination or at the option of the purchaser the contractor shall pay to the purchaser value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the condition hereinspecified.
- (c) All replacements and repairs that the purchaser shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor within one month (promptly and satisfactorily). If the contractor so desires, the replaced parts can be taken over by him or his representative for disposal as he deems fit within a period of three months from the date of replacement of goods/parts. At the expiry of this period, no claim, whatsoever shall lie on the purchaser.
- (d) The warranty, herein contained, shall not apply to any materials which shall have been repaired or altered by the purchaser or on his behalf in any way without the consent of the contractor so as to effect its strength, performance or reliability, or to any defect to any part due to misuse, negligence or accident.
- (e) The decision of the purchaser in regard to contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive.



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- (f) The period of warranty shall be three year from the date of successful installation and certification.

XVII. INSOLVENCY AND BREACH OF CONTRACT

The purchaser may at any time, by notice in writing, summarily determine the contract without compensation to the contractor in any of the following events that is to say :

- (a) If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment or if the firm be dissolved under the Act.
- (b) If the contractor being a company is wound up voluntarily or by the order of a court or a Receiver. Liquidator, or manager on behalf of the Debenture holders is appointed or circumstances shall have arisen which entitled the court or Debenture holders to appoint a Receiver, Liquidator or Manager.
- (c) If the contractor commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any, right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the contractor shall be liable to pay to purchaser for any expenditure he is thereby put to and the contractor shall under no circumstances be entitled to any gain on re-purchase.

XVIII. LAWS GOVERNING THE CONTRACT

- (a) This contract shall be governed by the Law of India in force for the time being.
- (b) Jurisdiction of Courts:

The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract. In all cases, the dispute are to be resolved within Kolkata jurisdiction.



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XIX. ADVICE OFACCEPTANCE

Acceptance of a Tender will be communicated by supply order/acceptance of tender.
