

**E-TENDER**  
**FOR**  
**PROVIDING OPTICAL FIBER BASED**  
**LEASED LINE INTERNET CONNECTION**  
**AT**  
**REGIONAL SCIENCE CITY**  
**LUCKNOW**



**Ministry of Culture**  
Government of India

सत्यमेव जयते

**REGIONAL SCIENCE CITY**  
**(NATIONAL COUNCIL OF SCIENCE MUSEUMS)**  
**SECTOR-E, ALIGANJ EXTENSION (EKTA VIHAR)**  
**LUCKNOW-226024**

REGIONAL SCIENCE CITY  
(National Council of Science Museums)  
Sector-E, Aliganj Extension (EktaVihar)  
**Lucknow-226024**

TENDER No. RSCL/1801/E-Tender – 13/2022-23

**NOTICE INVITING E-TENDER**

On-line Digitally signed E-Tenders are invited in two Bid System for “**Providing Optical Fiber based Leased Line Internet Connection at Regional Science City, Lucknow**”. Agencies having proven experience and capable in executing the work may download the tender documents from the Central Public Procurement Portal (CPPP): <http://eprocure.gov.in/eprocure/app>

Bid Document Published Date	07 <sup>th</sup> October, 2022 (17:00)
Bid Document Download Start Date	07 <sup>th</sup> October, 2022 (17:00)
Bid Clarification Start Date	07 <sup>th</sup> October, 2022 (17:00)
Bid Submission Start Date	07 <sup>th</sup> October, 2022 (17:00)
Bid Clarification End Date	26 <sup>th</sup> October, 2022 (14:00)
Bid Submission End Date	27 <sup>th</sup> October, 2022 (14:00)
Technical Bid Opening Date	28 <sup>th</sup> October, 2022 (15:00)

The online bid both Technical Bid and Financial Bid, should be uploaded by the due date and time as per the above schedule. The responsibility to ensure the same lies with the bidders. Off-line tenders shall **NOT** be accepted and no request in this regard will be entertained whatsoever. **Online Technical Bid will be opened at the first instance in Regional Science City, Lucknow at 03:00 p.m. on 28th October, 2022 for Technical Evaluation as well as selection of technically acceptable offers.** In the second stage, the Financial Bids of only the selected and techno- commercially acceptable offers will be opened. Decision of the Centre, regarding selection of eligible and qualified vendors / firms for opening the Financial Bid shall be final and binding on the bidders. Bidders may be present during opening of tenders.

RSC Lucknow reserves the right to accept or reject any or all tenders in full or part without assigning any reason whatsoever. RSCL shall also not be bound to accept merely the lowest tender but the technical suitability, capability and superiority of the equipment / system as well as after sales service including infrastructure to render such service, etc. shall be of prime consideration for selection of the equipment /system.

## CHECK LIST

Check list of Tender No. **RSCL/18011/E- Tender -13/2022-23** for Providing Optical Fiber based Leased Line Internet Connection at Regional Science City, Lucknow.

<b>Sl. No.</b>	<b>Description</b>	<b>Yes</b>	<b>No</b>
01	Whether E-Tender uploaded on Central Public Procurement Portal of Govt. of India in two parts (i.e. Technical & Commercial) separately.		
02	Whether Tender documents carefully studied & understood.		
03	Whether Tender documents duly signed and stamped on all pages is scanned and uploaded as Technical Evaluation (Part – I) of the Tender in Central Public Procurement Portal.		
04	Whether Declaration certifying that there is no extra conditions quoted in the Offer Form duly signed and stamped, and scanned copy of the same uploaded as Part – I of the Tender in Central Public Procurement Portal. <b>ANNEXURE – C</b>		
05	Whether Declaration regarding Non-relation, duly signed and stamped, and scanned copy of the same uploaded as Part – I of the Tender in Central Public Procurement Portal. <b>ANNEXURE – D</b>		
06	Whether Bid-Securing Declaration Form, duly signed and stamped, and scanned copy of the same uploaded as Part – I of the Tender in Central Public Procurement Portal. <b>ANNEXURE – E</b>		
07	Did you visit the actual site for execution of the work before submitting the Tender		

Date:

Signature of the Tenderer

Place :

Official Seal

## General Information and Instructions

1. The instruction given herein will be strictly binding on the tenderers and deviation, if any will make the tender or tenders liable to be considered invalid. Tenders incorporating additional conditions by the tenderer are liable for rejection.
2. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> Manual bids shall not be accepted.
3. The instruction given in “ANNEXURE – A” for “Instruction for Online Bid Submission” should be strictly followed during submission of the Bid.
4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. **Validity of Bids:** The validity period of the e-tender shall be at least 03 (THREE) months from the date of opening of e-tenders. This period may be extended with mutual consent if the decision regarding issue of Letter of Intent is delayed for any reason. The Bids should remain valid for 90 days from the date of bid opening.
6. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected. Non-compliance of applicable General Information and Instruction will disqualify the Bid.
7. The tenderers should have Digital Signature Certificate (DSC) for filling up the Bids. The Person signing the tender documents should be authorized for submitting the on line e-tender.
8. The Financial Bid (BOQ) shall be filled in and signed by the authorized signatory online as per Proforma “ANNEXURE – I” available at Central Public Procurement Portal e-tender system website <http://eprocure.gov.in/eprocure/app>. Off line Financial Bid shall not be accepted.
9. The e-Tenders are invited under two envelopes system and must be uploaded online on Central Public Procurement Portal. The first electronic envelope will be named as **Technical Envelope** & will contain documents of tenderer’s/bidder’s satisfying the eligibility conditions, scanned copies of tender document etc. and the second electronic envelope will be named as **Financial Envelope** containing Rate Quote Sheet. The bidder shall submit TECHNICAL BID ENVELOPE and FINANCIAL BID ENVELOPE simultaneously. The technical bids will be evaluated first and thereafter financial bids of only the eligible tenderers/bidders shall be opened. These envelopes shall contain one set of the following documents:

### Technical Bid Envelop (Set – 1) shall contain the following documents:

- i) Tender Document uploaded with digital signature as token of acceptance of all terms and conditions and duly filled wherever applicable. The issued bid document (excluding BOQ), signed on each page by the authorized signatory of the bidder.
- ii) The Bidder must furnish details of GST Number and PAN Number (mandatory) and also upload the scanned copy of these documents in e-procure portal.
- iii) Scanned Copy of ITR filed acknowledgement issued by Income Tax Department for last 3 years.
- iv) Authorized Certificate of Channel Partner/distributor/service provider of ISP. Enclose copy of the current certificate issued by the ISP.

**Financial Bid Envelop (Set – 2) shall contain the following documents:**

- i) Rate Quote Sheet (BOQ Template) in .XLS format. Bidders may quote their rate online in this envelope.

N.B. : The bidders shall consider the prevailing tax rates while quoting the rates. However, in the event of any changes in the statutory taxes and duties, the rates applicable at the time of payment shall be made by the competent authority of the RSC, Lucknow against submission of supporting documentary evidence.

10. E-Tender which do not fulfill any of the above conditions or are incomplete in any respect are liable for summary rejection.
11. The tenderer(s) must declare in writing that neither he nor any of them is in anyway related to any officer in the Regional Science City, Lucknow (National Council of Science Museums, Kolkata), or any of its constituent units as per the format given in ANNEXURE– D.
12. GST, Income tax and Labour Cess etc. or duties on materials, freight & transit Insurance F.O.R. site in respect of this contract will be payable by the successful tenderer. Nothing extra will be payable for increase in such taxes or duties even if imposed or levied either before or after the e-tenders are opened or during currency of contract.
13. Before submitting the e-tender, the tenderer shall examine all quantities, specifications, conditions of contract and inspect the site if necessary. The e-tender must be balanced in respect of individual items so that the rates quoted shall remain in force even if the quantities deviate (increase or decrease) to any extent before or during the execution of the work. The successful tenderer / bidder shall be paid at their net rate quoted.
14. First the Technical Bid Envelope will be opened and after the authority is satisfied that the documents in the Technical Bid Envelope are in order, the FINANCIAL BID ENVELOPE may be opened, subsequently.
15. It may be noted that the Technical Bid Envelope which are not found in order as per Regional Science City, Lucknow (NCSM) requirements may be summarily rejected.
16. The selected tenderer will be issued a Letter of Intent (LOI) by the Museum/Centre and given 07 days' mobilization time which shall be counted from the date of issue of the Letter of Intent. During the mobilization time, the tenderer shall mobilize all their resources including men and materials and sign an Agreement with Museum/Centre in approved format at site on a non-judicial stamp paper of proper denomination.  
The date of commencement of work shall be the date of issue of Letter of Intent.
17. Order shall be placed in favor of a single agency considering the total cost arrived based upon CONSOLIDATED BOQ as per ANNEXURE – I.

REGIONAL SCIENCE CITY  
(National Council of Science Museums)  
Sector-E, Aliganj Extension (EktaVihar)  
**Lucknow-226024**

TENDER No. RSCL/18011/E-Tender - 13/2022-23

### **Instructions for Online Bid Submission**

1. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
2. More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app> ) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS /e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Help desk.

## **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates, etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) A standard Price Schedule format (BOQ) has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the Light Blue colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 4) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys.
- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids (i.e after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO TENDERERS/BIDDERS**

- 1) Any enquiries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority (TIA), Regional Science City, Lucknow, Aliganj Extension, Ekta Vihar, Sector – E, Lucknow –226024, Phone: +91 522-2327833, Fax- +91 522-2321804, Website: [www.rscl.nscd.gov.in](http://www.rscl.nscd.gov.in) Email: [pcrscl@gmail.com](mailto:pcrscl@gmail.com), [rscl.education@gmail.com](mailto:rscl.education@gmail.com), [rscl.admn@gmail.com](mailto:rscl.admn@gmail.com)
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal helpdesk. The contact number for the helpdesk is 0120-4001002 / 4001005 / 6277787

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REGIONAL SCIENCE CITY  
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Sector-E, Aliganj Extension (EktaVihar)  
**Lucknow-226024**

TENDER No. RSCL/1801/E-Tender – 13 / 2022-23

**GENERAL TERMS & CONDITIONS (GTC) FOR SUBMISSION OF TENDER FOR PROVIDING OPTICAL FIBER BASED LEASED LINE INTERNET CONNECTION AT REGIONAL SCIENCE CITY, LUCKNOW.**

- 1. PRICE:** The rates quoted/indicated shall include cost of all equipment, labour supervision and all working accessories, tools and tackles, reliable standard testing equipment, etc. and including all handling charges mentioned in ANNEXURE – G. **The rates of GST and other taxes/levies to be imposed on the cost of the system shall have to be clearly and separately mentioned in the offer form with proper break-up.** Price and rate quoted shall be firm and fixed for the entire period of execution of the work and no escalation of rate on any ground whatsoever shall be allowed.

The bidders shall consider the prevailing tax rates while quoting the rates. However, in the event of any changes in the statutory taxes and duties, the rates applicable at the time of payment shall be made by the competent authority of the RSC Lucknow against submission of supporting documentary evidence.

- 2.** The successful tenderer shall submit the following documents within **07 (Seven)** days from the date of placement of Letter of Intent. In addition, the successful tenderer should positively deposit the Security Deposit amount as detailed in the **Clause No. 6 of the General Terms and Conditions**.
  - a)** Duplicate copy of the Letter of Intent duly signed and stamped as a token of acceptance of the order.
  - b)** Non-judicial stamp paper of appropriate value for preparing the Agreement governing the terms and conditions of the Contract.
- 3. TIME OF COMPLETION:** Time is the essence of the tender. The entire work shall be completed in time bound manner. The entire work i.e. supply of equipment, installation and commissioning shall be completed within **30 (Thirty) days** from the date of placement of Letter of Intent. If the successful e-tenderer shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution and for reasons not attributable to him on the following grounds: -
  - a)** by reason of delay in supply of material due to strike, curfew, lockdown or any other restrictions in imports of goods issued by GOI.
  - b)** due to delay in work other agencies or tradesman engaged or nominated by the museum/center: if such delay is directly responsible for delay in execution of this work.
  - c)** in case of the total value of the work exceeds the total value of the e-tender owing to deviation in quantities or extra items, the successful e-tenderer will be entitled to ask for extension of time in proportion to the increased value of work.

For non-compliance of any of the above terms and incompleteness of the tendered work in all respects within the above stipulated period, the Centre shall either cancel the order or impose penalty as detailed in clause 4 below. The Centre reserves the right to cancel the order and no payment will be made under such condition. Decision of the Centre in this regard shall be final and binding on the successful tenderers.

- 4 PENALTY CLAUSE:** The successful Tenderer shall strictly observe the time allowed for carrying out the job as detailed in clause No. 3. The job shall, throughout the stipulated period of the order be proceeded with all the diligence (time being deemed to be the essence of the order) and the successful Tenderer shall pay to the Centre, an amount equal to 1% of the amount of the order value for every week that the work may remain incomplete as per work schedule as stipulated in clause no. 3, subject to a maximum compensation of 10% of the order value and after that period appropriate action will be taken by the Centre, as it will deem fit.

The Centre may extend the time of execution of the tendered job at its discretion on the application of the successful tenderer for such purpose provided that it considers the reasons for such extension as good, sufficient and acceptable.

The vendor is supposed to provide the minimum service availability of 99.5%. The uptime of the link will be computed on monthly basis. This uptime will be computed separately for each link. If downtime of any link exceeds uptime limit of 99.5%, penalty of amount equivalent to twice the amount for the unavailable period will be charged and deducted from the firms invoice.

Any fault in the internet connectivity will need to be resolved by the vendor as per the following schedule:

- a. On failure of Link, alternate arrangement by the bidder should be done immediately
- b. The Actual Uptime on Link to be calculated in respective month and will be measured against total uptime hours 99.5%.  
$$\text{Total Uptime} = (\text{Total Time} - \text{Down Time}) \times 100 / \text{Total Time}$$
 on quarterly basis.
- c. If the Actual Uptime is less than 90 % then penalty will be charged @ Rs 2000/- per day to the Vendor.

- 5 SCOPE OF WORK:** As per ANNEXURE – G

**6 SECURITY DEPOSIT:**

The successful bidder shall have to deposit the prescribed security (**3% of the cost of work awarded**) in the form of RTGS/NEFT or DD payable to **“Regional Science City” payable at Lucknow within 07 (seven) days** after receipt of Letter of Intent. **No interest will be payable** on security deposit in any case. The security deposit shall be payable to RSCL as compensation for any loss resulting from the contractor’s failure to complete its obligations under the contract.

The security deposit is liable to be forfeited in case the bidder violates the terms and conditions of the agreement in any manner.

The rates shall be inclusive of all taxes, compliance to this shall be responsibility of the bidder. The security deposit will be returned (**without any interest**) after 3 months of the expiry of contract period of the last order under the contract, after deducting dues, if any, payable to RSCL. In the event of any breach of any terms and conditions or delay or default, the contract will be terminated and the security deposit will be forfeited by the RSCL. Conditional tenders in modification to the terms and conditions given in this document are liable to be rejected.

## **7. CONTRACT**

Validity of the approved rates shall be upto Three years from the date of issuing the Letter of Intent and the contract may be extended beyond the first year by the discretion of the RSCL authorities and subject to satisfactory performance by the agency during the previous year of contract.

If the contractor fails to comply with the terms and conditions of the agreement, RSCL may terminate the agreement upon 30 days written notice to the contractor, specifying any such breach.

## **8. PAYMENT TERMS:**

No advance payment shall be made by the Centre on any circumstances. Quarterly payment of the contract value shall be made at the end of the each quarter on presentation of Tax Invoice duly verified to the effect that the internet equipment's and the internet line has been maintained and there has been no interruption of service.

Invoice should be submitted indicating the Name of the Banker, IFSC Code, Account number, RTGS and Swift number of the banker, etc. for releasing e-payment to the agency. The vender has to separately show the "GST" component in the bills.

Digital Payment (e-Payment) through RTGS/NEFT/TT/etc. shall be released within 30 (**Thirty**) working days from the date of receipt of Tax-Invoice (computer generated softcopy / hardcopy).

- 9.** In case, the successful Tenderer refuses to accept the offer after finalization or does not comply with the Clause No.2 within **07 (Seven)** days from the date of placement of the order as per the finalized and accepted terms and conditions, the order shall be cancelled forthwith without any further reference.

- 10. DEFECT LIABILITY PERIOD:** The Defect Liability period shall be **Three (03) Years** from the date of certification of the completion of satisfactory installation and commissioning of the system. The successful tenderer shall be responsible for all defects of the installed equipment or other defects of equipment supplied, making good bugs in the hardware, etc. for a period of three years from the date of satisfactory completion of the installation and commissioning of the system. The successful tenderer, shall at their own cost, rectify the defects and or replace the defective parts/equipment, up to the complete satisfaction of the competent authority of the Centre.

## **11. DELAYS IN CONTRACTOR'S PERFORMANCE**

Delay by the Contractor in the performance of its contractual obligations regarding performance of services shall render the Contractor liable to any or all of the following sanctions:

- a) Penalty/cost of repairs as per Clause 4 above.
- b) Forfeiture of its Security Deposit
- c) Termination of the contract for default. The termination of the contract for default shall be at risk and responsibility of the contractor.

12. Every effort should be made to complete the work by the successful Tenderer within the specified time schedule. In case the successful tenderer fails to comply with Clause No.3 i.e., the specified time schedule as per the finalized and accepted terms and conditions the Centre shall have the right to either impose Penalty Clause or cancel the order or disqualify from bidding for any contract with the agency for a period of one year from the date of notification. The decision of the Centre in this regard shall be final and binding on the successful Tenderer.
13. The successful Tenderer shall submit necessary trade and other licenses as may be required to carry on the tendered job and shall also be responsible for compliance at his/her own cost of all rules and regulations, enforced from time to time by the appropriate authorities.
14. The successful Tenderer shall not under any circumstances whatsoever transfer wholly or partly the contract/agreement/Purchase Order to any other person(s)/firm/company or assign the agreement or benefits of this agreement to any other party for any reason whatsoever. Otherwise the order/ agreement will automatically stand cancelled.
15. The authorities of RSC Lucknow do not bind themselves to accept the lowest tender and reserves the right to accept or reject any or all tenders wholly or partially without assigning any reason whatsoever.
16. The authorities of the Centre, reserve the right to amend, alter or modify the terms and conditions mentioned above, if necessary, from time to time.
17. Income Tax and Work Contract Tax shall be deducted at source, if applicable, from each bill/claim of firm as per prevailing Government rules.
18. Incomplete offers, i.e. offers received without prescribed "General Terms & Conditions" & Technical Specifications" shall be rejected straightway without reference to the tenderer.
19. Regional Science City will not be liable for any injury or death of an employee who is deployed by the successful bidder within/outside the work site during the time of execution of the work order.

**20.** All disputes and differences between the successful tenderer and the Centre of any kind, except quality of workmanship and materials, whatever arising out of or in connection with the order on carrying out of the work (whether during the progress of the work or after their completion and whether before or after the determination, abandonment or breach of the terms and conditions of the order) shall be referred to the sole arbitration of a person nominated by the Director General, National Council of Science Museums, whose decision in this regard will be final and binding on both the parties – the successful Tenderer and the Centre.

The provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and of the rules made there under for the time being in force shall apply to arbitration's proceedings under this Clause.

## **21. FORCE MAJEURE**

Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after signing of the present contract. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

REGIONAL SCIENCE CITY  
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**Lucknow-226024**

TENDER No. RSCL/18011/E-Tender -13 / 2022-23

(Format for Declaration **to be typed on bidder's letter head** and to be submitted in  
(TECHNICAL ENVELOPE) of the e-tender document)

**DECLARATION**

We do hereby accept the “General Terms & Conditions” as provided by the Regional Science City along with the Tender documents for *Providing Optical Fiber based (20 Mbps-1:1) Leased Line Internet Connection at Regional Science City, Lucknow* and also undertake to execute the job strictly as per the Technical Specifications of Regional Science City as provided along with the tender documents, in the event of placement of any order on us. The Centre shall be at liberty to cancel the order in full or in part the event of failure of any of the above declaration made by us. I/We hereby further declare that I/we have not quoted any extra condition in the Technical Bid.

Signature of the Bidder / Constituted Attorney.

**REGIONAL SCIENCE CITY  
(National Council of Science Museums)  
Sector-E, Aliganj Extension (EktaVihar)  
Lucknow-226024**

(Format for Declaration **to be typed on tenderer's letter head** and to be submitted in (TECHNICAL ENVELOPE) of the e-tender document)

**DECLARATION**

This is to certify that I/We have no close relative as an employee of the National Council of Science Museums (close relatives means: Father, Mother, Brother, Sister, Son, Daughter and Spouse) nor any such close relatives are associated with us as proprietor/partner/share holder/ director and like.

Signature of the tenderer  
Address :

Official seal with date

REGIONAL SCIENCE CITY  
(National Council of Science Museums)  
Sector-E, Aliganj Extension (Ekta Vihar)  
**Lucknow-226024**

(Format for Declaration Form **to be typed on bidder's letter head** and to be submitted in  
(TECHNICAL ENVELOPE) of the e-tender document)

**BID SECURING DECLARATION FORM**

Date:.....

Tender No. ....

To,  
The Project Coordinator,  
Regional Science City,  
(National Council of Science Museums)  
Aliganj Extension, Ekta Vihar,  
Sector – E, Lucknow – 226024

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am/We are in a breach of any obligation under the bid conditions, because I/We

- a) **Have withdrawn/modified/amended, impairs or derogates from the tender, may/our Bid during the period of bid validity specified in the form of Bid; or**
- b) **Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to Bidders.**

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (signature of person whose name and capacity are shown)  
In the capacity of (legal capacity of person signing the Bid Securing Declaration)

Name: (complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (complete name of Bidder)

Dated on ..... day of ..... (insert date of signing)

Official seal with Date



REGIONAL SCIENCE CITY  
(National Council of Science Museums)  
Sector-E, Aliganj Extension (EktaVihar)  
**Lucknow-226024**

TENDER No. RSCL/18011/E-Tender – 13 / 2022-23

**TECHNICAL (Techno-Commercial) BID**

**Notes: ALL PARTICULARS / INFORMATIONS SHOULD BE GIVEN IN THE FOLLOWING FORMAT WITH COMPLETE DETAILS.**

1. Name & Address of the Firm/Bidder :
2. Telephone Number :
- Office :
- Office at Lucknow :
3. i) Background details of the firm :  
(State whether original manufacturer/direct Dealer of the manufacturer).
- ii) In case of direct dealers, submit copy of valid dealership license issued by the manufacturer.
4. State the Name of the Banker including IFSC Code :  
and Account Number of the Tenderer for releasing digital mode of payment.
5. Past experience in such business for last 3 years :  
giving details of established clients especially Government Offices. Submit satisfactory certificate issued by such clients and Government Offices.
6. i) Whether capable to execute the tendered work strictly as per enclosed scope of work.  
(Please mention 'YES' or 'NO' :
- ii) If it is mentioned 'NO' above, submit detailed :  
deviation to be made from the enclosed technical specification.  
(Extra sheet may be attached, if required)
- iii) If it is mentioned 'YES' above submit copies :  
of product brochure (for product categories) as a proof of their statement.

07. State the Name & Address of the Manufacturer :  
whose product has been offered /quoted by the tenderer.
08. Proof of financial status of the company/audited Balance :  
Sheet for last 3 years indicating total turnover as well  
(Submit documentary evidence.)
09. Whether agreed to accept 30 days credit Payment Terms. :  
as per Clause No. 8 of the General Terms and Conditions  
(Please mention 'Yes' or 'NO')
10. Minimum time required to complete the tendered work at :  
RSC, Lucknow.
11. Mention GST Registration Number and attach :  
Current valid Tax Clearance Certificate.
12. Whether agreed to execute the work as per enclosed :  
Scope of work (ANNEXURE – G) positively by 30 days  
and failing which ready to absorb heavy penalty,  
if any order is placed on the bidder after observing  
tender procedure. (Please mention 'YES' or 'NO')

**I/We hereby declare that the above statements are true. I/We also declare that the decision of Regional Science City, Lucknow regarding selection of eligible firms for opening of Financial Bid (Part-II) shall be final and binding on me/us.**

**Dated**

**Official Seal**

**Signature of the Tenderer/Constituted Attorney**

**SCOPE OF WORK**

1. Leased Links are to be provided via fiber optic cable (end to end). The leased line from category “A” ISP (licensed from Govt. of India) should only be commissioned. The bidder should be qualified as a “Category A Internet service provider or equivalent certificate” by Department of Telecommunications, Government of India. Documentary proof is to be provided with the technical bid.
2. All costs other than the bandwidth cost such as Cost of leased link, cost of router, Link maintenance cost, local loop charges, installation charges, registration charges, service charges for running the DNS (if any), etc should be borne by the bidder.
3. Router should provide encryption and tunneling capabilities and should have at least 2 Nos. Gigabit Ethernet ports.
4. The bidder has to ensure IPv6 connectivity to commercial internet.
5. The provider should have running Internet connections (For same or more bandwidth) in at least 2 other locations in Lucknow. Copy of the purchase orders clearly showing details such as customer name, bandwidth, cost etc for the same should be attached with the Bid (In technical Bid).
6. The routers provided with the link should be DOT/TEC approved. Make and model should be given in the technical bid.
7. Bidder have to install/provide any selected bandwidth out of 20 Mbps as mentioned in the Work Order and shall be able to downgrade or upgrade as per our requirement, without any disruption in the internet services.
8. Bidder have to provide the monitoring tool for bandwidth / network performance
9. Bidder should ensure that the local loop provisioning does not violate regulations as laid by Government of India / TRAI in respect of such links / networks.
10. Installation of any of 20 Mbps internet leased line is the sole responsibility of the vendor (one from each vendor).
11. The proposed links are to be terminated at Regional Science City, Lucknow.
12. Flexibility to upgrade the Internet Leased Line bandwidth on a circuit without interrupting service on that circuit.
13. Bidder should be responsible for provisioning end-to-end solution.
14. The bidder should have Toll Free number for fault registering within India and should provide support on 365 x 24 x 7 basis.
15. The bidder should provide all necessary equipment/CPE of international reputed brand like for connectivity.
16. The vendor has to provide onsite support, when required.
17. Vendor has to mention the Escalation procedure and matrix for customer complaints.
18. The vendor has to ensure minimum 99.5% uptime per month for the connectivity.
19. Any fault in the internet connectivity will need to be resolved by the vendor as per the following schedule:
  - a. On failure of Link, alternate arrangement by the bidder should be done immediately
  - b. The Actual Uptime on Link to be calculated in respective month and will be measured against total uptime hours 99.5%.  
Total Uptime = (Total Time – Down Time) X 100 / Total Time on quarterly basis.
  - c. If the Actual Uptime is less than 90 % then penalty will be charged @ Rs 2000/- per day to the Vendor.

BANK DETAILS OF REGIONAL SCIENCE CITY, LUCKNOW

Name of the Account Holder	REGIONAL SCIENCE CITY, LUCKNOW
Account No.	62166113527
Bank Name	STATE BANK OF INDIA
Bank Address	Aishwariya Plaza-1, Block -4, Aliganj Lucknow-226024 Telephone - 0522-2745771
IFSC Code	SBIN0050826
MICR Code	226002141
Type of Account	Saving Account
Branch Code	50826
GST Number	09AAAAN2541C2Z0

**ESTIMATED BILL OF QUANTITIES**

Name of Work: Supply, Installation, Testing & Commissioning of Optical Fiber Based Leased Line Internet Connection at Regional Science City, Lucknow, U.P.

<b>Sl.no.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Estimated Rate (Rs)/Annum</b>
1	Single Channel (Optical Fiber Based) [20Mbps]	01	2,50,000/
2	Dual Channel (Optical Fiber+RF Based) [20 Mbps]	01	2,50,000/

Digitally signed by