

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-02-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-02-2023 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	30 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Electronics And Information Technology
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Software Technology Parks Of India (stpi)
Office Name/कार्यालय का नाम	Bhubaneswar
Item Category/मद केटेगरी	Internet Bandwidth and Replication Service - Leased Line (Point to Point); Private Service provider, Government Service provider; Unified; Unified; Dark Fiber
Contract Period	1 Year(s) 5 Day(s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	No
Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Annual Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	50000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required	No
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ePBG Detail/ईपीबीजी विवरण

Required	No
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Splitting/विभाजन

Bid splitting not applied.

MII Compliance

MII Compliance	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders

each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Additional Qualification/Data Required

Detailed Scope of Service:[1675233014.pdf](#)

Internet Bandwidth And Replication Service - Leased Line(Point To Point); Private Service Provider, Government Service Provider; Unified; Unified; Dark Fiber (2)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Service	Leased Line(Point to Point)
Types of Service providers	Government Service provider , Private Service provider
License of Internet lease line (ILL)	Unified
License of Lease Line (LL/PP)	Unified
Bandwidth Capacity (In Mbps)	Dark Fiber
DDOS with Internet Lease line Services	NO
Latency within India	NA
Latency outside India	NA
Packet Drop (In percentage)	less than 1
Type of Media	Fibre
Link Type(Manageability)	Managed
Static IP required (For ILL)	NA
Router/ Networking Accessories	Provided by buyer
Addon(s)	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity	Additional Requirement
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity	Additional Requirement
1	Samrat Chakraborty	800001, Software Technology Parks of India (STPI), Module A-5, 13 Th Floor, Biscomaun Tower, West Gandhi Maidan, Patna, Bihar	1	N/A
2	RAJEEVA KUMAR	800013, Software Technology Parks of India (STPI), Near Govt. Polytechnic, Rajeev Nagar Road, Patliputra Colony, Tele Fax 0612-2205627	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Scope of Work and Service along with obligations mentioned in the Service Level Agreement of the Service.
2. Functional acceptance signoff
3. The Service Provider will create Logs for each Service rendered. Before generation of the Bill, Logs will be verified by Buyer / Consignee. Some Miscellaneous detections if any arise during the execution of the Service and also meeting the requirement of the Contract.
4. .Minimum Average Turn Over of Bidder (in crore Rs.) of last three financial years) : 0.10
5. .Bidder/ Supplier/ Organization/ Proprietor/ ANY of the Director(s) shall not be banned or suspended or black listed by any Government / Public Sector Undertaking / Corporate organization or convicted in any Court of Law 4 / 5 across India or declared Bankrupt or insolvent. A self declaration certificate must be uploaded in the GeM portal under Bidders Official Letter Head.
6. . Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).
7. .Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
8. . Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the

Purchase Order on the Seller.

9. . While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

10. . Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

11. .NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

2. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. **Buyer Added Bid Specific SLA**

Text Clause(s)

Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).

4. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

5. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

6. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

7. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution

certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

8. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditons stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

1.0 General Terms and Conditions

1.1 Payment Terms

1.1.1 STPI-Bhubaneswar shall make payments towards the Last mile services to the Empaneled vendor in Indian Rupees after deducting applicable taxes, penalties, etc. and payment terms shall be as follows

1.1.2 The tax invoice has to be raised in triplicate in the name of “*The Director Software Technology Park of India, STPI-ELITE, Plot No.2/A, IDCO Industrial Area, PO-Malipada, Gothpatna, Bhubaneswar-751003, Odisha*” with clearly mentioned the GSTIN details of both parties along with state/place of supply/service by the Empanelled vendor on successful delivery of Services on a Quarterly basis.

1.1.3 The SLA reports for the local loop service availed by respective centers shall be submitted by the Empaneled vendor within 15 days after each quarterly billing cycle and credits for non-compliances to SLA parameters shall be deducted from the bill.

1.1.4 The payment shall be made quarterly for services provided by the Empanelled vendor for every Last mile after successful delivery of the service to the satisfaction of the customer and will be released through NEFT/RTGS after deducting TDS as applicable / applicable taxes, applicable penalties as per GeM of the previous Quarter Services, etc.

1.2 Termination of Association with STPI

1.2.1 The empaneled vendor(s) association with STPI shall be terminated by giving 01 month notice in following manners:

1.2.1.1 The term of Empanelment period expires.

1.2.1.2 Termination of Empanelment by STPI due to non-performance during the engagement period

- I. Non-adherence to the timelines of the Last mile service deliveries/ commitment as per the terms & conditions.
- II. Performance is below committed SLAs for three continuous quarters.
- III. If any empaneled bidder fails to submit feasibility report consecutively three time, his/her empanelment may be annulled.

1.3.1.3 STPI can terminate the contract of Individual local loop/last mile circuit/connectivity by giving one month notice in advance to empaneled vendor. In case, the empaneled vendor stops service without notice, STPI has right to revoke the performance security/Bank Guarantee.

2.0 Scope of Work and Deliverables

2.0.1 Operation & Maintenance Stage:

2.0.1.1 The Operations & Maintenance of Last mile connectivity shall be carried out by the respective Empaneled vendors in prior consultation with STPI.

2.0.1.2 The Operations & Management of Last mile connectivity shall include but not be limited to the following:

- a. 24/7 Help desk support to STPI.
- b. Escalation Matrix chart
- c. Submission of Performance Reports to STPI
- d. Online performance reporting facility
- e. Dedicated account manager for STPI -Bhubaneswar

2.0.1.3 Performance Reports shall be submitted to STPI as follows:

- a. Monthly Performance Report indicating routine and specific jobs done. Report shall also contain detailed status of various SLA/ performance parameters monitored during the previous month.
- b. Ad-hoc and scheduled reports required by Regulatory Authorities (i.e. TRAI etc) and MIS reports as per requirement of STPI shall also be generated. The Empaneled vendor is expected to furnish necessary information about the service being offered which may be necessary for STPI to meet the regulatory requirements.

2.0.1.4 The support from the Empaneled vendor shall also include advice regarding any specific action to be taken by STPI Management as and when required, with regards to performance optimization, capacity planning etc.

2.0.1.5 Service support shall meet the applicable SLA parameters as defined in GeM.

2.0.1.6 The successful bidder shall not further sub-contract whole or part of this assignment to any third party without the prior written permission of the STPI. In case, the necessity arises to sub-contract, in such instances STPI shall be kept informed about such arrangements and the vendor empaneled shall be the single point of contact for STPI.

3.0 Technical Specification

3.0.1 Requirement for Last mile connectivity:

Empaneled vendor shall carryout the site survey to determine exact requirement of the work. Empaneled vendor shall provide cable, end termination equipment's and other products/materials needed to complete the Last Mile as per the requirement.

3.0.2 Physical interface requirements

A bidder has to provide the full duplex Interfaces like Fast Ethernet / Gigabit Ethernet / Media Converter / OLT / DS-3 / STM-1 / etc. as per the requirements at STPI-Bhubaneswar.

3.0.3 Emergency power backup

Empaneled vendor should ensure zero power breakdowns for entire route excluding the two end points at STPI center(s)/ PoPs and remote locations.

3.0.3 Maintenance and testing capability

The bidder has to ensure that the last mile devices provided to STPI must be enabled with proper monitoring and maintenance feature. Equipment's used in link should have self-diagnostic capability to diagnose and fix the real-time issues and indication of alarm, if issue not diagnosed by equipment itself bidder has to take necessary action to resolve issue at the earliest to meet the SLA.

3.0.4 Capacity of last mile Equipment

The equipment's provided for delivery of last mile services should be capable to extend the bandwidth throughput from E1 to multiple of E1s.

3.0.5 Optic Fiber medium:

Equipment's like Modems/ Media Converters or etc. having Fast Ethernet/ Gigabit Ethernet or any such interface requirement and other necessary equipment's/ accessories for commissioning the link shall be provided by the Empaneled vendor only. The Empaneled vendor shall include any other hardware/ software item required for installing and commissioning the Last Mile circuit/ link at no extra cost to STPI.

3.0.6 Operations Support Requirements:

STPI seeks technical help during normal business hours as well as off business hours emergency support for all site locations. Empaneled vendor should plan for preventive measures to maintain the connectivity consistent at all times.

3.0.7 Continuing availability of spares:

Empaneled vendor should have backup spare in proper ratio to maintain the consistent availability of connectivity.

3.0.8 Standard/ Emergency maintenance practices:

Prior intimation/ permission of STPI official would be required in case of Standard/ Emergency maintenance.

3.0.9 Service Support:

Empaneled vendor shall provide service support activities and for this they should inform STPI their service support contacts like Telephone & Fax No, Mobile No, E-mail id etc.

3.0.10 System & Link redundancy

The equipment installed for Primary Path / secondary path has to extend end-to-end Last mile connectivity and it should have 1:1 redundancy. Also, the Optic fibre media should have another

redundant or alternate path for end-to-end Last mile connectivity requirement. In case any failure of primary path the system has to route the link to the Secondary path without impacting the data traffic. Once the primary path is normalized, the link on the secondary path has to be automatically reverted back to the primary path.

4.0 Report format

The Quarterly report shall clearly indicate the following:

- Summary of overall uptime monthly wise
- Number of trouble tickets, Incident or Problem details and outage duration if any monthly wise
- Creditable outage calculation and corresponding service/financial credits monthly wise.

LOCATION DETAILS

S. No.	End A	Lat Long A	End B	Lat Long B	Local loop Distance (aprox)
1	Software Technology Parks of India, 13th Floor, Biscomaun Tower, West Gandhi Maidan, Patna 800001, Bihar	25.620632, 85.125114	M/s Morefun Communication Pvt. Ltd., Nutan tower, Bandar bagicha ,Dakbanglow road,Patna , Bihar,800001	25.6080318, 85.1365754	2 KM
2	Software Technology Parks of India, Near Govt. Polytechnic, Rajeew Nagar Road, Patliputra Colony, Patna-800013, Bihar	25.6291566, 85.1001929	Bihar Medical Services and Infrastructure Corporation Limited, Swasthya Bhawan, Near State Health Society, Sheikhpura, Patna, Bihar 800014	25.6089825, 85.0977153	5 KM

This contract will be effective for One Year from the date of order unless terminated. The contract may be renewed /extended for a further similar period maximum for two terms/extensions, subject to satisfactory performance of the bidder at the discretion of competent authority of STPI on the same terms and conditions.

Before award of contract to successful bidder, the party shall provide location wise rate breakup with onetime installation charges and annual recurring charges.

SERVICE STC

SPECIAL TERMS AND CONDITIONS

FOR INTERNET BANDWIDTH HIRING SERVICE

1. Preamble

- A. All **Internet Bandwidth Hiring Service** contracts placed through GeM shall be governed by the following set of Terms and Conditions:
 - I. General terms and conditions for Goods and Services.
 - II. Service STC contained in this document
 - III. BID / Reverse Auction specific ATC
- B. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede the Service specific STC which shall supersede the GTC, whenever there are any conflicting provisions.
- C. This document represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholders.

2. Objectives and Goal

The objective of this agreement is to ensure that all the contractual terms and conditions are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:

- Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
- Present a clear, concise and measurable description of services offered to the buyer
- Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
- To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.

3. Stakeholders

The main stakeholders associated with this agreement are:

- a. **Buyer:** Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
- b. **Service Provider:** Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller/supplier/bidder/contractor, any authorized agents, assignees, successors and nominees as per the context and as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the agreement.

4. Service Scope

- Provisioning and commissioning of Leased Line / Internet Leased Line services
- This includes setting up of last mile connectivity, supply and installation of necessary equipment, deploying of cable up-to Ethernet Port with Buyer existing local area network.
- Local loop has to be through fiber cable/ RF / Copper wherein media is extended right up to the customer premises. The media to the campus should be on a ring to provide redundancy.

- If Buyer already has its own public IP addresses then the ISP will be required to provide BGP routing of the same.
- The termination of the last mile connection is to be made in server room of Buyer.
- Network redundancy has to be built to protect the traffic from cable cuts.
- Service Provider / Buyer will supply and install the necessary hardware and software for implementation and commissioning of the connectivity. Service Provider / Buyer shall undertake installation and configuration of modems, routers or any such associated Fiber-optic equipment to make the entire system working to provide sustained Internet bandwidth of the offered capacity.
- Service Provider should provide the tools, utilities and management applications to monitor the bandwidth / network performance of the ILL.
- **Uptime: The service provider has to provide 99.5% uptime per quarter for the connectivity**
- Uptime Calculation for every billing cycle:

Percentage of Uptime=(Service availability in hours / Total service hours) X 100

- Total service hours= Uptime hours + Downtime hours*
- *Any downtime due to schedule maintenance (mutually agreed), issues pertaining to buyer, Force Majeure clause.
- Packet Losses: Less than 1 % (Average over 1000 ping) at any given point of time to any part of Country / ISP Internet gateway/globe.
- The service provider will maintain the offered service on 24x7x365 basis. The services/repair calls are to be attended by the service provider on priority from the time of registration of complaint/reporting of service failure.

5. Terms and Conditions

a. Buyer's Obligations

- Shall be responsible for the site readiness with proper uninterrupted power supply (24x7), earthing and UPS power supply for the equipment provided by the Service Provider.
- Shall be responsible for the Hygiene, Air conditioning and dust free environment space to be provided for service providers equipment
- Shall provide rack for keeping the service providers equipment at the site
- In premise permission for cable laying or erection of tower/ pole mount for radio devices
- Requirement of dedicated earthing for Mux/tower/Modem
- Permission for conducting feasibility and deployment.
- Permission for entry of human resources of service provider for service maintenance purposes round the clock.

b. Service Provider Obligations

- All necessary clearances shall be the sole responsibility of the service provider. Service Provider should ensure that the local loop provisioning does not violate regulations as laid by Government of India / DoT / TRAI in respect of such links / networks.
- The Service Provider shall be responsible for providing offered capacity to BUYER, at all the time throughout for the contract period.
- The Service Provider shall be responsible for commissioning and configuring of hardware and uplink of connectivity.
- Maintenance support service (24 hours and 7 days a week) for Bandwidth and equipment.
- Reports for performance, monitoring / usage to be submitted by the service provider on quarterly basis along with invoices.
- Service provider shall be completely responsible for providing comprehensive support to the customer during the entire period of service contract and extension period, if any
- The Service provider should have Toll Free number for fault registering of service provided and should provide support on 365 x 24 x 7 basis.
- The Service provider to provide onsite support, when required.
- Service provider to mention the Escalation procedure and matrix for customer complaints.

6. Terms and Conditions of the Service

- The Service Provider should be responsible for deployment of access network for providing last mile (local loop)
- The Service Provider should have executed similar project for bandwidth provisioning in Government or Private sector
- Service provider should have its own backbone network.

7. Payment Schedule

- The Payment Procedure shall be governed by the standard clause of payment as specified in the General Terms and Conditions.
- Service Provider shall raise the invoice as per the arrangement in the contract (Monthly/Quarterly/ Half yearly/ Yearly) towards the Services rendered in the previous Monthly/ Quarterly/ Half yearly/ Yearly to the Buyer.
- Payment to the Service Provider should be made as per the agreed cycle - Monthly/ Quarterly/ Half yearly/ Yearly.

8. SLAs and Penalty

For the Buyer to ensure that the Service Providers adhere to the Service Level Agreements, this section describes the Penalties which may be imposed on Service providers. In case these service levels cannot be achieved at service levels defined in the agreement, the buyer shall invoke the performance related penalties. The penalty applicable in every billing cycle will be linked to the service availability i.e. uptime and the amount of penalty to be deducted will be determined as under:

- More than or upto 99.5% uptime then penalty = 0% of billed value
- Less than 99.50% and more than or equal to 98.5% then penalty = 1% of billed value
- Less than 98.5% and more than or equal to 97.00% then penalty=3% of billed value
- Less than 97.0% and more than or equal to 95.0% then penalty = 5% of billed value
- Less than 95.0% and more than or equal to 90.0% then penalty =7% of billed value
- Less than 90.0% then penalty=10% of billed value

Calculation of Service Formula:

$\text{Quantity} \times \text{Cost_of_service_per_bandwidth_capacity_per_link} \times \text{Contract_period}/30$

This formula works on quantity multiplied by Cost of Service (Per Bandwidth capacity per link) multiplied by contract period/30