

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