

# **REQUEST FOR PROPOSAL**

## **(RFP)**

### **For**

## **MPLS CONNECTIVITY FOR BIHAR VIRTUAL COURT PROJECT**

**BSEDC NIT No.: 3042/2025 Date: 20/05/2025**



**Bihar State Electronics Development Corporation Limited**

(A Government of Bihar Undertaking)

BELTRON Bhawan, Shastri Nagar,

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## Table of Contents

1. Invitation for Tender .....	4
2. Important Dates: .....	4
3. Definitions .....	4
4. Instructions to the Bidders.....	5
4.1. Tendering Method .....	5
4.2. Submission of Tender Offers.....	5
4.3. Method of Submission of Tender Form .....	6
4.4. ....	6
Late Tender Offers.....	6
4.5. Cost of Bidding.....	6
4.6. Erasures or Alternations and Signing of Tenders Offers.....	6
4.7. Costs & Currency .....	6
4.8. Pricing .....	6
4.9. Offer validity period.....	6
4.10. Right to Alter Items .....	7
4.11. Clarification of Offers .....	7
4.12. Amendment of bidding Document .....	7
5. CRITERIA FOR EVALUATION .....	7
5.1. Pre-Qualification/ Eligibility Criteria.....	7
5.2. General Cum Technical Evaluation Criteria.....	9
6. Scope of Work .....	10
6.1. Establishment of Secured MPLS Connectivity.....	10
6.2. Router Management .....	11
6.3. Period of Contract .....	11
7. Bid Evaluation.....	11
7.1. Tender Opening and Method of Evaluation.....	11
7.2. General cum Technical Qualification Criteria for bidders .....	12
7.3. General cum Technical Offer.....	12
7.4. Commercial Offer .....	12
7.5. Price Comparison .....	12
7.6. Award Criteria .....	13
7.7. Disqualification.....	13

8.	Terms and Conditions Governing the Contract .....	13
8.1.	Signing of Contract .....	13
8.2.	Negotiations .....	14
8.3.	Upgradation of Bandwidth .....	14
8.4.	Security Deposit / Performance Bank Guarantee .....	14
8.5.	Responsibilities of Service Provider .....	15
8.5.1.	<b>Post-Implementation: Network Management &amp; Maintenance .....</b>	<b>16</b>
8.6.	Removal of existing locations/MPLS links .....	16
8.7.	Force Majeure .....	16
9.	Payment Terms and Schedule .....	17
9.1.	Payment schedule .....	17
9.2.	Payment Terms .....	17
10.	Service Level Standards/ Requirements/ Agreement .....	17
10.1.	SLA Duration .....	17
10.2.	SLA Matrix .....	18
10.2.1.	<b>SLA Matrix for Non-Overlapping rectification period for a month .....</b>	<b>18</b>
10.2.2.	<b>SLA Matrix for overlapping rectification period for a month .....</b>	<b>18</b>
10.3.	Service Level Requirements for both MPLS Link .....	18
10.4.	Downtime and Uptime calculation for both MPLS Link .....	19
10.5.	Penalty for non-achievement of Service Level Requirements .....	19
10.5.1.	<b>Uptime SLA for Network in Patna High Court .....</b>	<b>19</b>
10.5.2.	<b>Uptime SLA for Network in District &amp; Sub-divisional Court .....</b>	<b>19</b>
10.6.	Penalty .....	20
11.	Special Conditions of Contract .....	20
11.1.	Provider's Integrity .....	20
11.2.	Provider's Obligations .....	20
12.	Dispute Resolution .....	21
13.	Jurisdiction .....	21
14.	Annexure D .....	21

## 1. Invitation for Tender

On behalf of the Government of Bihar, the **Bihar State Electronics Development Corporation Limited** invites sealed tender bids (Technical and Commercial) from Service Providers for Secured **MPLS Connectivity for Bihar Virtual Court Project for the FY 2025-26**

**The Service Provider listed on TRAI website under “Basic Service Provider (<https://www.trai.gov.in/basic-service-providers>)” and “National Long Distance Service Provider(<https://tra.gov.in/national-long-distance-service-providers>)” are only eligible to participate in this tender.**

The tender document will be available on the Beltron website(<https://bsedc.bihar.gov.in>) and may be downloaded by the interested bidders.

The bidders are required to submit the Cost of BOQ as per provisions of tender. Without submission of Cost of BOQ, bid shall be considered incomplete & nonresponsive and shall not be considered. No exemption from submission of Cost of BOQ will be given to any agency.

Cost of BOQ of Rs. 5,000.00 to be paid online to BSEDCL, Patna and submit the receipt along with tender document to Beltron Bhawan, Shastri Nagar, Patna. Account Details is as follows: -

<b>Name of Beneficiary</b>	<b>BIHAR STATE ELECTRONICS DEVELOPMENT CORPORATION LIMITED.</b>
<b>Bank Name</b>	<b>INDIAN OVERSEAS BANK</b>
<b>Branch Name</b>	<b>Beltron Bhawan, Shastri Nagar, Patna-800023</b>
<b>Account Details</b>	<b>151201000003701</b>
<b>IFSC Code</b>	<b>IOBA0001512</b>

**Note:** Bihar State Electronics Development Corporation Limited, Govt. of Bihar reserves the right to accept, reject, cancel the tender, or relaxes any part of the tender offer without assigning any reason thereof.

## 2. Important Dates:

<b>S. No.</b>	<b>Event</b>	<b>Target Date</b>
1.	Tender No.	BSEDC/3042/25 Dt-20.05.2025
2.	Last date and time for offline submission of proposal	29.05.2025 till 05:00 PM
3.	Phone	9716240442
4.	Email Address	alokpratapsuman@bihar.gov.in

## 3. Definitions

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

- a) "Eligible Bidder" means bidder satisfying qualifying criteria.
- b) "The Purchaser" means Secretary, Bihar State Electronics Development Corporation Limited, Government of Bihar.
- c) "The Vendor" means the successful bidder with whom the Purchaser enters into contract against this tender.
- d) "The Contract" means an agreement entered into by the Purchaser with the successful bidder by signing a contract form in a given format by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein.
- e) "The Contract Price" means the price payable to the Vendor under the contract for the full and proper Performance of its contractual obligations.
- f) "Services" means services to be provided as per the requirement mentioned in the scope of work.
- g) "Consignee" or "Indenter" or "Buyer" means the officer authorized by the Government of Bihar for receiving services at the place of receipt.
- h) "Non-compliance" means failure/refusal to comply the terms and conditions of the tender.
- i) "Non-responsive" means failure to furnish complete information in a given format and manner required as per the tender documents or non submission of tender offer in given Forms / Pro forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non submission of Cost of BOQ.
- j) "GoB" means Government of Bihar .
- k) "BSEDC" means Bihar State Electronics Development Corporation Limited.
- l) "SP" means selected Internet Service Provider.

## **4. Instructions to the Bidders**

### **4.1. Tendering Method**

The tender specifies Two (2) work items, it is mandatory for the bidder to quote for all the items listed in scope of work.

### **4.2. Submission of Tender Offers**

Sealed Tender offers should be addressed to the Managing Diorector, Bihar State Electronics Development Corporation Limited on or before the time and date

specified in the schedule of the tender notice. In the event of the specified date for the submission of tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day.

BSEDC may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same BSEDC portal.

#### **4.3. Method of Submission of Tender Form**

The two bids system shall be followed. Technical and Commercial Offers shall be submitted separately to BSEDC.

#### **4.4. Late Tender Offers**

Late submission will not be entertained and is not permitted by the BSEDC.

#### **4.5. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its tender, and the Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

#### **4.6. Erasures or Alternations and Signing of Tenders Offers**

The original Tender Offer shall be signed by the Bidder or a person or persons duly authorized using his / her digital certificate through the e-Tendering system. Such authorization shall be indicated by power-of-attorney accompanying the tender offer.

The Tender Offer should contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in that case such corrections shall be initiated by the person or persons signing the offer.

#### **4.7. Costs & Currency**

The offer must be given in Indian Rupees only. The price will remain fixed for the period of the contract and no changes for any reason what so ever will be allowed.

#### **4.8. Pricing**

The Commercial Offer shall be exclusive of all taxes, duties, levies and Octroi. The computation of taxes shall be against the bill raised by the supplier, applicable as per the prevailing taxes of the bill date.

#### **4.9. Offer validity period**

The tender offer must be valid for 180 days from the date of opening of the tender. However, the Purchaser may extend this period for another 60 days, if the bidder accepts the same in writing.

#### **4.10. Right to Alter Items**

The Purchaser reserves the right to include or exclude any tender item(s), and also the Purchaser reserves the right to make change in specifications of any items only before submission of technical bid and will provide minimum 5 days extension along with such corrigendum defining the changes to prospective bidders for bid submission.

#### **4.11. Clarification of Offers**

To assist in the scrutiny, evaluation and comparison of offers, the Purchaser may, at its discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email. However, in such cases, original copy of the technical clarifications shall be sent to the Purchaser through courier or in person. The request for such clarifications and the response shall be in writing.

#### **4.12. Amendment of bidding Document**

- a. At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether on its own initiative or in response to the request for clarification by a prospective bidder, modify the bidding documents.
- b. In order to allow prospective bidders reasonable time to take into the consideration the amendments while preparing their bids, the purchaser at its discretion may extend the deadline for the submission of bids.
- c. The purchase committee reserves the right to make any kind of amendments in the operational terms of the tender that they feel is required only before submission of technical bid and will provide minimum 5 days extension along with such corrigendum defining the changes to prospective bidders for bid submission.

## **5. CRITERIA FOR EVALUATION**

### **5.1. Pre-Qualification/ Eligibility Criteria**

The bidder must meet the following pre-qualification requirements to become eligible for the Technical & Commercial Evaluation

Sr. No	RFP Clause	Supporting Documents
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Sr. No	RFP Clause	Supporting Documents
1	Should be a public / private limited company registered Company in India under the Companies Act, 1956 / 2013 for a minimum period of Five years in India.	Certificate of Incorporation
2	The Bidder should hold a valid GST Number & PAN Card and should be registered with the appropriate authorities for all applicable statutory taxes/duties.	Copy of GST certificate to be submitted 2. Copy of PAN Card to be submitted
3	Must have been in existence in the business of MPLS / ILL services for a minimum period of 8 years in India (As on RFP date).	Certificate of Incorporation and A Purchase order along with customer completion certificate letter of at least 5000 locations of MPLS / ILL services older than 8 years as on RFP date.
4	The Bidder should either be a ISP Service Provider having Class A certificate and National Long Distance (NLD) Service Provider in India as per Telecom policy of India for at least 5 years	Attested copy of the appropriate license/document.
5	The bidder should have an overall annual turnover of minimum Rupees Three Hundred (300) Crores in each of the last Three financial years (2021-22, 2022-23, 2023-24).	1. Audited Financial statements for the respective financial years and/or 2. Published Balance Sheet and/or 3. CA Certificate
6	The Bidder should have a positive net worth and positive Net Profit in the last Three financial years (2021-22, 2022-23, 2023-24).	Copy of relevant certifications
7	Bidder must have its own Network Operations Centre (NOC) in India.	Copy of relevant document/certificate
8	The bidder must have implemented and managed a 1000 Branch MPLS /ILL for at least three Public Sector BFSI / other PSU / Govt. customer for at least 3 years .	Copy of Work orders
9	The bidder must have supplied , implemented and managed a minimum 500 Routers and Switches each in a single project for at least one Public Sector BFSI / other PSU / Govt. customer in India for at least 3 years.	Copy of Work orders
10	The Bidder should have 100+ MPLS POPs across India.	Copy of relevant document/certificate
11	The bidder's network should be IPv6 ready	Copy of relevant document/certificate
12	The bidder should have a centralized operational help desk for complaint/call logging, assigning/allocating, automated tracking etc. Information regarding helpdesk and escalation matrix should be submitted (details like name of contact person, phone no, location, the process of complaint booking and resolution, etc)	Copy of relevant document/certificate
13	The Bidder should not be blacklisted by any Government or PSU enterprise in India as on the date of the submission of bid.	Self-Declaration letter by Bidder authorized signatory.
14	The Bidder should not have filed for Bankruptcy in any country.	Self-declaration confirming the criteria.

## 5.2. General Cum Technical Evaluation Criteria

Prior to the detailed evaluation of the Technical Bids, BSEDC shall determine whether each bid is

- (a) Complete,
- (b) Is accompanied by the required information and documents and
- (c) Is substantially responsive to the requirements set forth in the RFP document.

BSEDC has formed a Technical Committee, which will evaluate both technical & commercial bids received in response to this RFP. The findings of the said Committee and subsequent decision of State Government shall be final and binding on all the bidders. Only those bidders, who fulfill all the criteria / requirements mentioned in the bid, shall be eligible and qualified for technical scrutiny as per the Evaluation Framework given below.

BSEDC may in its sole discretion, waive any informality or non-conformity or irregularity in a Bid Document, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

- (1) The overall objective of this evaluation process is to select the capable and qualified firm to Supply, Installation, Testing, Commissioning and Maintaining the Bihar BSWAN 3.0 project.
- (2) The technical score of all the bidders would be calculated as per the criteria mentioned in the following sections. All the bidders scoring 80 marks would be eligible for the next stage. However, in case of 3 bidders not scoring 80 marks; tenderer may reduce the cut-off marks from 80 to 70 marks. Bidders who score below 70 marks shall not be eligible for next stage.
- (3) Proposals of Companies would be evaluated as per Technical Evaluation Criteria. Bidders should clearly indicate, giving explicit supporting documentary evidence, with respect to the below, in absence of which their proposals will be rejected summarily at the qualification stage itself.
- (4) By submitting a bid for the tender, the bidder implicitly agrees to the above conditions.

A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the RFP. Bids received would be assigned scores based on the parameters defined in table below.

Sl. No.	Criteria	General Cum Technical Evaluation Parameter	Evaluation Methodology
1	Bidder's Financial	Bidder annual turnover in each of the last three financial years (2021- 22, 2022-23 and 2023-24 ). (Max – 20 Marks )	For 3 Financial Year (2020-21, 2021-22 and 2022-23) ● More than Rs. 500Crore – 20 Marks ● Between or equal to Rs. 500-400 Crore – 15Marks

Sl. No.	Criteria	General Cum Technical Evaluation Parameter	Evaluation Methodology
		Bidder should have a Positive net worth in last 3 years ( 2021-22, 2022-23 and 2023-24) (Max – 20 Marks )	● Between or equal to Rs.400-300 Crore – 10 Marks
			● In all 3 Financial year: - 20 Marks
			● Any 2 out of 3 Financial Year: - 15 Marks
			● Any 1 out of 3 Financial Year: - 10 Marks
2	Bidder's Credentials	Bidder must have implemented and currently managing MPLS/ILL network on wired / wireless last mile media at least for one Public Sector BFSI / PSU / Govt customer for atleast 5000 Branch . (Max – 20 Marks)	● More than or equal to 8000 – 20 Marks
			● Between 6500 to below 8000 – 15 Marks
			● Between 5000 to below 6500 – 10 Marks
		The bidder must have supplied , implemented and managed a minimum 500 Routers and Switches each in a single project for at least one Public Sector BFSI / other PSU / Govt. customer in India for at least 3 years.( Max – 20 Marks))	● 800-600 Switch and Router each - 20 Marks
			● 600-800 Switch and Router each - 15 Marks
			● 500-600 Switch and Router each - 10 Marks
3	Cable Landing	Bidder should have landing cables in India and maintain the CLSs (Max – 10 Marks) The bidder who is a 100 % wholly owned subsidiary with the required credentials in name of the parent company can also be considered .	<ul style="list-style-type: none"> <li>● More than 3 Cable Landing -10 Marks</li> <li>● 2 Cable landing -8 Marks</li> <li>● 1 cable landing - 5Marks</li> </ul>
4	Telecom Experience	The Bidder should have telecom experience of more than 8 years as per TRAI/DoT as on date of bid submission.	<ul style="list-style-type: none"> <li>● More than 15 years – 10 Marks</li> <li>● Between 8-below 15 Years – 5 Marks</li> <li>● &gt;= 8years – 2 Marks</li> </ul>

## 6. Scope of Work

The scope of work is divided into two parts as below:

### 6.1. Establishment of Secured MPLS Connectivity

The service provider must provide MPLS Connectivity at three points as per the following details:

Sl no.	Particular	Bandwidth	No. of Links
1	Patna High Court	1 Gbps MPLS	1
2	District Court	34 Mbps MPLS	37
3	Sub-Divisional Court	8 Mbps MPLS	42

The broad scope of work for the Service Provider (SP) during the period of Contract/Engagement shall include successful establishment and management of MPLS Connectivity **through OFC (Fiber) only** for the period of One (01) years, with terms & conditions as mentioned below:

- a) The service Provider shall complete the establishment of MPLS connectivity at the above designated locations within the duration of **15 days** from the date of issue of work order and submit confirmation of connectivity to BSEDC for **Acceptance Testing** (AT) of each MPLS connectivity.
- b) The Service Provider shall assist BSEDC during Acceptance testing and resolve all the issues (if any) until Acceptance Testing is completed.
- c) At each termination end, the SP shall deploy, install and configure a link (with optical output), and any other equipment(s) as required or in compliance to the guidelines/recommendations of BSEDC.

## 6.2. Router Management

The Dept. (BSEDC) will have the complete responsibility for configuration and management of the routers. **These routers will be provided and managed by BSEDC.**

All guidelines and policies of BSEDC must be followed time to time by the Service Provider during the contract period.

In case of any fluctuations/glitches in the link the service provider will be liable to smooth functioning of link and may coordinate with BSEDC Technical team for the resolution.

## 6.3. Period of Contract

The contract will be initially for a duration of **One (01) years**. Upon completion of the term of the original contract and upon the mutual agreement of both parties, the contract may be renewed for up to two (02) additional years.

# 7. Bid Evaluation

## 7.1. Tender Opening and Method of Evaluation

An evaluation committee so constituted by Purchaser will evaluate the bids i.e. Technical and Commercial as per the following pattern:

- ✦ Conditional bids shall be summarily rejected. The bidder should quote only one solution.
- ✦ Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- ✦ Technical Bids received without Cost of BOQ shall be rejected.

- ✦ Further, the scope of the evaluation committee also covers taking of any decision with regard to the Tender Document, execution/ implementation of the project including management period.
- ✦ The selection of bidder will be done on two stage of evaluation process - Technical Evaluation and Financial Evaluation.
- ✦ Decision of the evaluation committee shall be final and binding on the bidders.

For all the bids submitted, the technical evaluation will be performed on the basis of technical evaluation criteria mentioned in Section 6.2 'Technical Qualification Criteria for bidders', for which the Bidders may be asked to make presentation and give documentary proof before the authorized person or the Tendering Committee. Financial bid would be opened only for the Bidders who have been found to be qualified on the basis of technical evaluation.

## **7.2. General cum Technical Qualification Criteria for bidders**

The technical evaluation criteria for the bidders are as follows:

- ✦ The bidder must provide an undertaking on the letterhead that the MPLS connectivity is technically feasible and can be provided by the bidder.
- ✦ All technical documents as mentioned in Annexure– Technical Proposal Checklist must be submitted in both hard & soft copies, on or before the last date & time of bid submission.

## **7.3. General cum Technical Offer**

The General cum Technical Offer shall be complete in all respect and contain all information and documents asked for, except prices. It must not contain any price information. The list of documents to be uploaded as part of Technical offer can be found at the checklist table in Annexure

## **7.4. Commercial Offer**

Bidder shall submit their prices only in the format as specified in Annexure- D. Price quoted elsewhere shall be liable to rejection.

- a. The bidder should take care that rate mentioned sufficiently covers the expenses throughout the contract period of One(01) years, that the bidder shall incur within the project as mentioned in the scope of work. There should be separate cost for each work item as defined in scope of work. The indicative list of cost items in the bidders scope of work are summarized below:
  - ✦ MPLS connectivity Charges for the several points.

## **7.5. Price Comparison**

The Purchaser will evaluate Commercial Offers of only technically qualified bidders. After opening Commercial Offers of the technically qualified bidders they will be determined to be substantially responsive before comparing the commercial bids submitted by the bidders. If there exists any discrepancy between words and figures, the lower amount indicated will be considered.

## 7.6. Award Criteria

The work shall be awarded to the bidder as per below mentioned criteria:

- a. The L1 rates will be **calculated by adding total cost of all work items** as defined in Scope of Work i.e. Cost of MPLS link .
- b. The technically qualified bidder with the L1 rates shall be selected. (L1 rate is the lowest rate discovered and L2 is the 2<sup>nd</sup> lowest rate discovered among financial bids submitted by the technically qualified bidders).
- c. If there is more than one L1 & L2 bidders having the lowest price offer, the bidder having higher average turnover in the last three financial years (FY 2021-22 ,FY 2022-23, FY 2023- 24) shall be selected.

## 7.7. Disqualification

Any non-confirmation to above tender details can be treated disqualification. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will result to disqualification.

# 8. Terms and Conditions Governing the Contract

## 8.1. Signing of Contract

- I. The successful Bidder shall execute an agreement of contract in a given format (as in Annexure) within 15 days from issue of the work order or letter of intent/work order from BSEDC. In exceptional circumstances, on request of the successful bidder in writing for extension, Secretary (BSEDC, GOB) reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given.
- II. In addition to terms and conditions being mentioned hereunder, all terms and conditions of the RFP and corrigendum issued will also be applicable for the contract.
- III. At the time of signing the agreement, the successful bidder shall submit Security Deposit for required amount in the form of Bank Guarantee drawn on any Scheduled Bank in favour of the Secretary, Bihar State Electronics Development Corporation Limited , GoB. Without this, agreement will not be executed.

- IV. On failure of execution of the agreement by the successful bidder, BSEDC has the right to take necessary action.
- V. The contract will be initially for a duration of **One (01) year**. Upon completion of the term of the original contract and upon the mutual agreement of both parties, the contract may be renewed for up to two (02) additional years.
- VI. The duration of One (01) years shall commence from the "Date of Commissioning" of the MPLS Link.
- VII. The letter issued by BSEDC & e-gov. for the "Date of Commissioning" or Acceptance of link will be part of the contract.

## 8.2. Negotiations

- a. Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- b. The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- c. Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- d. In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on.

## 8.3. Upgradation of Bandwidth

- a. In the event of operational requirement, bandwidth of any location may be upgraded to higher bandwidth from the initial contracted value. The Department will place order for the same to the service Provider.
- b. All the SLA and terms and conditions of the existing contract will remain same even after upgradation of bandwidth.
- c. The difference of rate due to bandwidth upgradation shall be mutually agreed by both the parties.

## 8.4. Security Deposit / Performance Bank Guarantee

- I. The successful bidder shall at his own expense deposit with BSEDC an unconditional and irrevocable **Security Deposit for 05% of Contract Value** payable on demand, for the due performance and fulfillment of the contract by the bidder.
- II. All charges whatsoever such as premium; commission etc. with respect to the Security Deposit shall be borne by the bidder.

## 8.5. Responsibilities of Service Provider

- a) During installation/ Uninstallation of any equipment, Service Provider shall not cause any damage to Government/ Courts buildings/ premises/ property. However, if any damage occurs, the Service Provider shall restore it to the original state at his own cost up to the satisfaction of the Govt. of Bihar and BSEDC.
- b) The Service Provider shall provide a work progress report on a weekly basis to BSEDC & e-Gov., Govt. of Bihar till the commissioning of MPLS link at BSEDC/Courts.
- c) All the work should be done in compliance to the applicable regulatory norms and guidelines of BSEDC.
- d) The Service Provider shall designate one of his employee as a Single Point of Contact (SPOC) for BSEDC throughout the period of contract (Section 5.3) to resolve all the issues and also share the contact numbers, email id and other relevant details to BSEDC.
- e) The SP shall provide escalation matrix, which will be followed during outage of Link connectivity.
- f) After establishment of MPLS connectivity with both BSEDC/Court, a file transfer test from source location to each designated location would be done to verify the effective bandwidth/ throughput.
- g) The Service Provider would submit the MPLS Link test report to BSEDC for Acceptance Testing (AT).
- h) If any MPLS Connectivity does not clear the AT, it shall be rectified by the Service Provider in a timely manner with a request to BSEDC for re-test. If any MPLS link fails the Acceptance Testing (AT) repeatedly, BSEDC may take appropriate decision to cancel the implementation of that link, with no payment to SP for that link.
- i) Only on successful AT by BSEDC of all the desired MPLS links, the event shall be marked as the "Date of Commissioning" of the project. However, in case of delay/ non-completion of work by Service Provider at any designated location(s) due to reasons not attributable to the Service Provider, BSEDC may, at its own discretion, treat the last day of the successful AT of the commissioned MPLS links (excluding the delayed and non-feasible MPLS link(s)) as the "Date of Commissioning" of the project.
- j) For locations, which are commissioned after the "Date of Commissioning" of the project, the "Date of Commissioning" of the link for such locations shall be the date of successful AT of the link by the BSEDC.

### **8.5.1. Post-Implementation: Network Management & Maintenance**

Post-implementation i.e. from the "Date of Commissioning" of the project, the Network Management & Maintenance period of 01 (One) year shall commence. During this period, the Service Provider:

- a) Shall proactively monitor and maintain all the commissioned MPLS links for desired up-time and performance as per agreed SLA;
- b) Shall proactively do all changes, whatsoever, required in the network connectivity or as required in event of any change in policy/ guidelines/ or norms of BSEDC, in desired time frame, during the contract period, at no extra cost to the purchaser.

### **8.6. Removal of existing locations/MPLS links**

BSEDC, Government of Bihar, any time during the Project Period, may ask the Service Provider to remove any existing link by giving one month advance notice to the Service Provider(s).

### **8.7. Force Majeure**

- a) For the purposes of this agreement, Force Majeure means an event which is beyond the reasonable control of a Party and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes but is not limited to war, riots, civil disorder, earthquake, fire , explosion, storm, flood or other adverse conditions, strikes, lockout or other industrial action (except where such strikes, lock out or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
- c) The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder / Bidder's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned

events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

- d) In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

## 9. Payment Terms and Schedule

### 9.1. Payment schedule

Payments to the Service Provider, after successful completion of the specified project deliverables & related services as per Scope of Work, would be made on quarterly basis i.e. quarterly equated installments as per the agreed rates over the contract period, from the "Date of Commissioning" of the project.

### 9.2. Payment Terms

- a) For any period less than a quarter for any link, the payment for that link will be made on pro-rata basis for the respective quarter.
- b) Any liquidated damages/ penalties, as applicable, for delay and/ or nonperformance, as mentioned in this bidding document, will be deducted from the due payments for the respective quarter.
- c) In case the penalty amount for a quarter exceeds the payable amount for the quarter, then the balance will be deducted from the Performance Bank Guarantee.
- d) Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.
- e) The selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the services delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- f) No interest shall be paid for any delay in payments to the Service Provider against services offered as per the contract during the contract period.
- g) The currency or currencies in which payments shall be made to the selected bidder under this Contract will be Indian Rupees (INR) only.
- h) All remittance charges will be borne by the supplier/ selected bidder.

## 10. Service Level Standards/ Requirements/ Agreement

### 10.1. SLA Duration

<b>Timings</b>	24 x 7
<b>Prime Hours</b>	08:00 AM to 07:00 PM
<b>Non-Prime Hours</b>	07:00 PM to 08:00 AM

## 10.2. SLA Matrix

The Service Provider shall provide services as per SLA matrix in Sections 9.2.1. & 9.2.2. Each 24 hours service duration is classified as below:

<b>Prime Hours</b>	<b>8 AM to 7 PM</b>
<b>Non-Prime Hours</b>	<b>7 PM to 8 AM</b>

### 10.2.1. SLA Matrix for Non-Overlapping rectification period for a month

<b>Service Duration</b>	<b>Max. Rectification Time for each Link</b>
Prime Hours	30 Minutes
For Non-Prime Hours	4 Hours

### 10.2.2. SLA Matrix for overlapping rectification period for a month

Overlapping rectification period will apply to such rectification period, which falls between Prime Hours and Non-Prime Hours. The overlapping rectification period is calculated as below and **will be summation of all rectification periods in a month**:

<b>Service Duration</b>	<b>Max. Rectification Time</b>
From Non-Prime Hours to Prime Hours	(i) $(NPET - T1) + (T2 - PST) \leq 2 \text{ Hours}$ . <b>And</b> , $(T2 - PST) \leq 30 \text{ Minutes}$ . (ii)
From Prime Hours to Non-Prime Hours	(i) $(PET - T1) + (T2 - NPST) \leq 2 \text{ Hours}$ .

Where,

**NPST** = Non-Prime Start Time  
**NPET** = Non-Prime End Time  
**PST** = Prime Start Time  
**PET** = Prime End Time  
**T1** = Rectification Start Time  
**T2** = Rectification End Time

## 10.3. Service Level Requirements for both MPLS Link

**Uptime:** Service Provider is required to provide a minimum overall Uptime as per the below table for all the established MPLS link. Monthly uptime will be calculated at the start of the next month.

**Planned Down Time:** For any major up-gradation etc., BSEDC at its sole discretion, may allow the Service Provider a planned downtime only during Non-Prime Hours (7 PM to 8 AM). Such planned downtime will be excluded from SLA downtime. **During Planned Downtime one redundant link must be up.**

#### 10.4. Downtime and Uptime calculation for both MPLS Link

The system is considered to be down if any or both the MPLS connectivity is unavailable.

SLA Downtime would start **from the time the incident is informed either through email, call or message.**

In case an equipment/ service remains non-functional for more than Max. Rectification Time allowed in SLA Matrix, **every one minute of downtime shall be treated as two minutes of downtime.**

**Downtime for a month** = Number of minutes in a month the service of any MPLS link was unavailable

**Uptime for a month** = (Total minutes in the month) – (Downtime minutes in the month)

$$\text{Uptime \% for a month} = \frac{\text{Uptime for the month}}{\text{Total minutes in the month}} \times 100$$

#### 10.5. Penalty for non-achievement of Service Level Requirements

##### 10.5.1. Uptime SLA for Network in Patna High Court

SLA Parameter for all Network for High Court			
Service Matrix	Measurement Interval	Uptime Target	Penalty
Availability of Network	<b>Quarterly</b> (The quarterly average availability of Network)	>= 99.98%	No Penalty
		<99.98 to >= 99.75 %	1% of total QGR value
		<99.75 to >= 99.50%	2% of total QGR value
		<99.50 to >= 99.00%	3% of total QGR value
		<99.00%	5% of total QGR value

##### 10.5.2. Uptime SLA for Network in District & Sub-divisional Court

SLA Parameter for all Network in Courts			
Service Matrix	Measurement Interval	Uptime Target	Penalty
Availability of Network	<b>Quarterly</b> (The quarterly average availability of Network)	>= 99.90%	No Penalty
		<99.90 to >= 99.00 %	1% of QGR value of BHQ
		<99.00 to >= 98.50%	3% of QGR value of BHQ
		<98.50	5% of QGR value of BHQ

Note: Any fault/ failure in the link between the Service Provider (SP) and Central Site (BSEDC) shall be treated as fault/ failure of all the respective remote site links.

**If the total penalty amount exceeds the total payment for the cycle then balance amount will be adjusted from the Performance Bank Guarantee (PBG).**

#### **10.6. Penalty**

The project should be implemented in 30 days after issuance of Work Order and the delay in implementation will attract penalty of 0.5% of the total charges per week

### **11. Special Conditions of Contract**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

#### **11.1. Provider's Integrity**

The Provider is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract.

#### **11.2. Provider's Obligations**

- a. The Provider is obliged to work closely with the Tendering Authority's staff, act within its own authority and abide by directives issued by the Tendering Authority.
- b. The Provider will abide by the job safety measures prevalent in India and will free the Tendering Authority from all demands or responsibilities arising from accidents or loss of life the cause of which is the Provider's negligence. The Provider will pay all indemnities arising from such incidents and will not hold the Tendering Authority responsible or obligated.
- c. The Provider is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanor.
- d. The Provider will treat as confidential all data and information about The Tendering Authority, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Tendering Authority.
- e. Depending upon the project requirement the quantity of items / technical resources as specified in the tender may increase/ decrease, it's totally depended upon the actual implementation of the project. If some item other than the mentioned is required, it has to be arranged by the supplier.

## 12. Dispute Resolution

12.1 In the case of any dispute or any difference between the parties arising out of or in relation to this Agreement including dispute or difference as to the validity of this Agreement or interpretation of any of the provisions of this Agreement, the same shall be resolved by mutual discussion.

12.2 If the parties fail to settle the dispute or difference mutually, then the same shall be resolved in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any modifications or amendments thereto, or any re-enactment for the time being in force.

12.3 Arbitrator for any dispute shall be appointed as per the provisions of the Arbitration and Conciliation Act, 1996 or any modifications or amendments thereto, or any re-enactment for the time being in force.

12.4 Arbitration award may be entered in a court of competent jurisdiction for enforcement in Patna, Bihar

## 13. Jurisdiction

**BSEDC& Service Provider** further agree that all claims, differences and disputes, arising out of or in relation to this Agreement including any agreements and transactions made under this Agreement or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfilment or the rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions, agreements have been entered into or not, shall be subject to the exclusive jurisdiction of the courts at Patna only.

## 14. Annexure D

### Price bid format

Sl. No.	Location	Bandwidth	No. of links	Unit Cost for 1 year	GST	Total Cost for 1 Year	Total Cost in INR including Tax with Quantity
			A	B	C	D=(B+C)	E = A*D
1	Patna High Court	1 Gbps MPLS Link	1				
2	District Court	34 Mbps MPLS Link	37				
3	Sub Divisional Court	8 Mbps MPLS Link	42				
<b>Total Cost of Bandwidth</b>							
<b>Total Cost of Bandwidth (In Words)</b>							

**Note:** The contract may be renewed for up to two (02) additional years.