



Government of Jharkhand

REQUEST FOR PRPOSAL



Request for Proposal for “Supply, Installation and maintenance of 50 Mbps 1:1 Dedicated Unshared Internet Leased Bandwidth requirements over Fiber with DDoS Detection & Mitigation Services”

eTender Ref. No.:
JAPIT/JDC/01/2021
(Re-Tender)

<https://japit.jharkhand.gov.in>

Jharkhand Agency for Promotion of Information Technology
(An Autonomous body under Department of Information Technology, Govt. of Jharkhand)
Ground Floor, Engineer’s Hostel – I, Near Golchakkar, Dhurwa, Ranchi, Jharkhand
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NOTICE INVITING TENDER (NIT)

For Selection of agency for “Supply, Installation and maintenance of 50 Mbps 1:1Dedicated Unshared Internet Leased Bandwidth requirements over Fiber with DDoS Detection & Mitigation Services” under JDC project

eTender Ref No.: JAP-IT/JDC-ILL/01/2021 (Re-Tender)

Dated: 08.03.2021

Jharkhand Agency for Promotion of Information Technology (JAP-IT), hereinafter referred as “purchaser” invites on-line bids on two bid system (Technical bid and Commercial bid) in the prescribed Tender Document from eligible reputed firms i.e. reputed telecom firms/ISPs for Supply, Installation and maintenance of 50 Mbps 1:1Dedicated Unshared Internet Leased Bandwidth requirements over Fiber with DDoS Detection & Mitigation Services (to protect against 1GB of DDoS data/traffic), on behalf of Government of Jharkhand to submit tender for 50 Mbps ILL (as Primary Internet Leased Line Connectivity) which will be commissioned at JAP-IT Data Center JDC), as detailed in the Scope of Work in this RFP.

The document can be downloaded from the website <https://jharkhandtenders.gov.in>, <https://jharkhand.gov.in> & <https://japit.jharkhand.gov.in> in response to this tender, bidder shall submit their bids after careful study and examination of this document with full understanding of its implications. This document provides general information about the issuer, important dates and addresses and the overall eligibility criteria for the bidders.

The tender document cost of Rs. 5,000.00 (Rs. Five Thousand only) is to be submitted vide crossed demand draft on any Nationalized Bank/ Scheduled Bank in favour of The CEO, Jharkhand Agency for Promotion of Information Technology (JAP-IT), Ranchi.

Issuer / Address for Bid Submission and Correspondence

The CEO
Jharkhand Agency for Promotion of Information Technology, Ranchi
Ground Floor, Engineers hostel 1,
Near Golchakkar, Dhurwa, Ranchi-834004.
Tel: 0651-2401044
Email: ceo.japit@jharkhandmail.gov.in

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1. DEFINITIONS:

In this Contract, the following terms shall be interpreted as indicated below:

1. "Vendor or Contractor or Service Provider" shall mean the successful Bidder to whom the contract has been awarded and with whom the Tendering Authority signs the contract for rendering of services.
2. "Contract" means the agreement entered into between the Tendering Authority and the Vendor, as recorded in the document signed by the parties, including all the attachments and appendices there to, and all documents incorporated by reference therein;
3. "Bidder" means any firm having proper legal Agreement between the parties with the lead firm taking the full responsibility of managing the project as required in the tender. The word "Bidder" when used in the pre award period shall be synonymous with "Vendor" which shall be used after award of the contract.
4. "Contract Price or, Contract Value" means the price payable/receivable to the Successful Bidder under the Contract for the full and proper performance of its contractual obligations;
5. "Services" means services ancillary to the supply of the concerned items, such as transportation and insurance and any other incidental services and other obligations of the Vendor covered under the Contract;
6. "Day" means a working day.
7. "Tendering Authority" or "Purchaser" means JAP-IT, Ranchi

2. TENDER SCHEDULE:

Detailed description for Notice Inviting Tender (NIT)		
1.	Tender Ref No.	JAP-IT/JDC-ILL/01/2021 (Re-Tender)
2.	Name of Work	Commissioning of 50 Mbps 1:1 Dedicated Unshared Internet Leased Bandwidth at JAP-IT Data Center.
3.	Cost of tender Document	5,000.00 (Rs. Five Thousand only) in the form of Demand Draft in favour of CEO, JAP-IT payable at Ranchi
4.	Earnest Money Deposit (EMD)	Rs. 1,00,000.00 (Rs. One Lakh only) in the form of BG/Demand Draft (Validity 90 days) in favor of CEO, JAP-IT payable at Ranchi
5.	Time schedule for NIT	
A.	Bid Downloading Date	18.05.2021 at 3:00 pm
B.	Last date and time for submission of online bid	09.06.2021 at 3:30 pm
C.	Technical Bid Opening	11.06.2021 at 3:00 pm
D.	Opening of Financial Bid	To be informed later
E.	Place of Bid opening	In Chamber of Chief Executive Officer, JAP-IT
F.	eMail address	japit_tender@rediffmail.com
G.	Contact Details	The CEO, Jharkhand Agency for Promotion of Information Technology, Ground Floor, Engineers hostel 1, Near Golchakkar, Dhurwa, Ranchi-834004. Tel: 0651-2401044

- Cost of bidding document i.e., 5,000.00 (nonrefundable fee) as indicated shall be in the form of demand draft drawn upon any Nationalized/Scheduled Bank in favour of CEO, JAP-IT, Ranchi payable at Ranchi.
- The Bidder shall furnish a bid security (EMD) amounting to 1,00,000.00 (Rs. One Lakh only). The bid security shall be in favour of CEO, JAP-IT, Ranchi in any one form as specified in clause of Instruction to Bidder of the Standard bidding document.
- Cost of Tender Document and Bid Security (EMD) shall be deposited in the office of the CEO, JAP-IT, Ground Floor, Engineer's Hostel No.1, Near Golchakkar, Dhurwa, Ranchi on all working days latest by **09.06.2021 during working hours i.e. till 06:00 pm** either by registered post/Speed post or by hand. Only those applications will be entertained whose cost of Tender Document and Bid Security (EMD) is physically received latest by **09.06.2021 during working hours i.e. till 06:00 pm**. CEO, JAP-IT will not be held responsible for any type of postal delay, if any, in the delivery of the document or non- receipt of the same.

- Bids shall be submitted through online process only i.e. via eTender process only.
- Authority reserves the right to reject any or all the tender(s) received without assigning any reason thereof.
- In Case, bidder requires any assistance regarding online bidding process they may contact to eProcurement team through email add.: abhimakp123@gmail.com or may contact on +91-9801106460.

3. CURRENT INFRASTRUCTURE REGARDING INTERNET LEASED LINE

Currently, 04 Internet Leased Line Connectivity are functional in JDC. Details are as under:

- 50 Mbps (1:1 dedicated Internet Leased Line with last mile connectivity over Fiber) from M/s Airtel.
- 50 Mbps (1:1 dedicated Internet Leased Line with last mile connectivity over Fiber) from M/s Vodafone.
- 50 Mbps (1:1 dedicated Internet Leased Line with last mile connectivity over Fiber) from M/s RailTail.
- 150 Mbps (1:1 dedicated Internet Leased Line with last mile connectivity over Fiber) from M/s JIO.

As the tenure of M/s Airtel is being expiring thus there is a requirement of a 50 Mbps 1:1 Dedicated Unshared Internet Leased Bandwidth requirements over Fiber with DDoS Detection & Mitigation Services (to protect against 1GB of DDoS data/traffic), as a primary ILL link, which is to be commissioned at JDC, JAP-IT, Ranchi.

4. SCOPE OF WORK

Supply, Installation and maintenance of 1:1 Dedicated Unshared Internet Leased Bandwidth, Requirements over Fiber:

Sl. No.	Description	Installation Requirement
1.	Internet Leased Line 50Mbps 1:1 dedicated OFC Internet Leased Line Uncompressed and Unshared (with DDoS Detection & Mitigation Services to protect against 1GB of DDoS data/traffic). Last mile delivery on Fiber only.	Single Installation at JAP-IT Data Centre, Engineer Hostel – I, Near Golchkara, Dhurwa, Ranchi

The detailed Scope of Work involves:

- Provide 50 Mbps 1:1 Dedicated Unshared Internet Leased Bandwidth requirements over Fiber, with DDoS Detection & Mitigation Services (to protect against 1 GB of DDoS data/traffic), upgradable within 07 (Seven) working days, without up-gradation of last mile.

- b. The bandwidth should be (1:1) in nature.
- c. The fiber terminated should be in underground ring architecture strictly.
- d. The link should be on underground optical fiber end to end and there should not be any wireless / overhead / Microwave or any media involved in the network.
- e. The fiber should be terminated over SDH MUX only.
- f. The internet link should be scalable in nature to STM 4 capacity without change of termination equipment or any cost escalation in future.
- g. The internet network should be connected to two redundant international gateways.
- h. The up-gradation could be requested in steps of 100 Mbps. The price bid should reflect the offered rate for incremental bandwidth also.
- i. The contracted rate for incremental bandwidth would be valid for entire period of the contract. The Internet (Bandwidth) links have to be commissioned at JAP-IT's Building, Engineer Hostel – I, Near Golchakra Dhurwa Ranchi.
- j. Minimum 32 Public IP is required and provide a block of 64 Public IP's (IPV-4) to enable JAP-IT to use the same for web servers, mailing solution etc.
- k. The bidder should furnish Internet Bandwidth Utilization/performance reports on a monthly basis. However, the bidder should also provide interface to JAP-IT for monitoring utilization / performance reports on real time, hourly, daily and weekly basis.
- l. Vendor shall handle 1 GB of DDoS attack and also ensure that DDoS infra itself does not go down and become unavailable to JAP-IT for mitigation without any additional charges to JAP-IT.

Other Installation Requirement:

- i. The installation of the Connectivity shall be carried out in JAP-IT Engineers Hostel-I, Near Golchakkar, Dhurwa, Ranchi – 834004.
- ii. Any statutory requirement for installation and working of all equipment of the ordered Fiber Connectivity shall be responsibility of the bidder.
- iii. Permission from various authorities may be the sole responsibility of the bidder.

ACCEPTANCE TEST PLAN (ATP)

The acceptance test will be carried out as per mutually agreed Acceptance Test Plan [ATP], which will be finalized after Work Order is issued. The link(s) will be accepted only after acceptance testing is completed as per the agreed plan and is duly signed/certified by the JAP-IT and the service provider.

Maintenance & Support:

- i. The vendors shall furnish the details of their local centers to support and shall deploy only trained service personnel to resolve the issues which may arise. Maximum time to repair (resolve & recover) a reported break down should be as per SLA. Time for this purpose shall be measured as interval between the time of reporting the problem and the time when the problem is fully solved making the faulty components/functions fully operational.
- ii. JAP-IT shall not be responsible for damage to the systems due to external circumstances such as earthquakes, floods, fires, riots etc.
- iii. Vendor shall ensure a visit to JAP-IT, of a person of designation of Area Manager on monthly basis. During the implementation stage, vendor shall depute engineers for attending to the complaints related to the hardware and software/firmware components
- iv. Even if the goods are shifted to any other location of JAP-IT, Ranchi during the warranty period, the warranty should continue.

5. INSTRUCTIONS TO BIDDERS

The Tenderer is expected to examine all instructions, forms, terms, conditions and specifications in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Tenderer's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected outright without any intimation to the Tenderer if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms/Performa in the tender are not fully furnished.

- a. The firm need to submit the declaration on their letter head that they agree to the following terms and conditions and they also agree to the consequences taken on them for any manipulation found at any stage.
- b. The Firm itself or its subsidiaries/Venture/group company should not be blacklisted by any of the government, submit the required self-declaration in this regard on their letter head.
- c. Specification: The Technical Specifications are the minimum requirements of the Purchaser. The Tenderer is at liberty to indicate higher specifications than the minimum level. The Purchaser reserves the right to place order at the higher specifications offered by the Tenderer.
- d. Eligibility Qualification:
 - I. The Tender is being invited for selecting a Primary Internet Supply Provider (ISP). Existing Internet Supply Provider (ISP) like RailTel, Vodafone & JIO may be used for the redundancy or alternate Internet Leased Line connectivity at JAP-IT Data Center (JDC).

- II. The ISP may be a Government Organization / PSU / PSE / partnership firm or a limited Company under Indian Laws having valid Class – A ISP License, submit the required document in this context.
- III. The ISP should have a local office in the State of Jharkhand, in case of non-presence of local office then selected ISP should have to open the local office at Ranchi, Jharkhand. Submit the required self-declaration in this regard on their letter head.
- IV. The ISP should assign an authorized signatory for entire tendering procedure in regard of this tender, submit the required document in this context.
- V. The bidder should have acquired valid NLD / UL (Unified License) / UASL (Unified Access Services License) and ISP License from DOT and has established Fiber/wireless network across India and operational from last 3 years, submit the required self-declaration in this regard on their letter head.
- VI. Average Annual turnover of the bidder for the last 03 financial Years i.e. 2017 – 2018, 2018 – 2019 and 2019 – 2020 should be minimum of Rs. 20 Crores, submit the required document in this context.
- VII. The ISP should have own access network for providing last mile (local loop).
- VIII. The ISP should have a valid ISO 9001:2015 or higher certification, submit the required document in this context.
- IX. The ISP should have executed similar project (at-least 03 project) for bandwidth provisioning in Government or Private sector in last 03 years, submit the required document in this context (valid orders or, completion document issued from competent authority from respective organization or department).
- X. The ISP should have its own dedicated facility to provide DDOS Detection and Mitigation Services. Leasing / Subletting, Assigning or Outsourcing this service is not permitted, submit the required self-declaration in this regard on their letter head.
- XI. The ISP should be registered with TRAI for providing Internet Bandwidth Service in India, submit the required document in this context.
- XII. The ISP should have Call Center and Telephonic Support. The same shall be extended to JAP-IT for resolving minor issues and registration of faults/complaints.
- XIII. The ISP should have to submit a detailed escalation matrix up to

level 05 (five), submit the required document in this context.

XIV. The ISP should have direct access to International Gateways with a valid Class A ISP License.

e. Completeness of Tender Offer:

The tender shall comprise of Part – **A Technical Bid** and Part – **B Price / Financial Bid** and all **supporting documents** and **attachments**. The Bids complete in all respect including all attachments, supporting documents as prescribed in this Tender. Document shall be uploaded by the authorized signatory as stipulated in the Tender.

Hard copy of the bids should be submitted by 09.06.2021 during working hours only i.e. till 06:00 pm. Hard copy is required for reference only, meanwhile on-line bids will prevail, in case of any dispute. Hard copy should not contain any additional documents other than the submitted on-line bids.

The filled and signed attachments and supporting documents are to be scanned and uploaded through eProcurement portal i.e. <https://jharkhandtenders.gov.in>. The original Attachments from the successful tenderer will be collected at the time of awarding of the contract.

f. Earnest Money Deposit (EMD):

The Tenderer shall submit **Earnest Money Deposit (EMD) of Rs. 1,00,000.00 (Rupees One Lakh only)** by Demand Draft / Bank Guarantee in favour of CEO, JAP-IT to be deposited at JAP-IT two hours before the date & time of end date of submission of bids. Non submission of EMD will lead to rejection from the tender process.

g. Submission of Bids:

- A. All bids shall be made in **Hindi or, English** only. Bids submitted in any other language must be accompanied by **Hindi or, English** translation. Any printed literature submitted with the bids in any other language shall be accompanied by authentic **Hindi or, English** translation (should be certified by authorized signatory from respective bidders and should be notarized) and for interpretation the **Hindi or, English** version shall prevail.
- B. Tenders to be submitted online in two parts, viz., Part–A Technical bid and Part-B Price/Financial bid.
- C. Tenderer must submit their Bids well within the stipulated date & time and no opportunity shall be given to Tenderer to withdraw any offer at any stage after the submission of the Bids.
- D. A Tenderer can submit only one proposal. If a Tenderer submit more than one proposal, all such proposals shall be rejected summarily.

- E. The Tenderer shall not incorporate any condition in the Bids as conditional Bids/ Bids which are not submitted strictly in accordance with the Bid terms shall be rejected.
- F. All supporting documents except tender document have to be scanned and uploaded in Technical Bid Part-A. Price/Financial Bid as per Part-B has to be scanned, encrypted and uploaded at the requisite places in the e-Procurement system. All the supporting documents attached with the Tender document should be duly signed on each page by the Tendered should be scanned and uploaded in the e-Procurement Portal. The Price/Financial bid format (Part-B) is provided in a spread sheet file, which is to be downloaded and the rates offered should be entered in the allotted space and uploaded after filling the relevant columns (such as rates & particulars of the bidder). The Price Bid/BOQ template shall not be modified/replaced by the Tenderer; else the Tender submitted is liable to be rejected.
- G. The Technical Bid shall not include any information sought in the Price/Financial Bid. All other tender documents except Price/Financial Bid shall be uploaded with Part – A Technical Bid.
- h. The Technical Bid shall include the following:
 - i) All supporting documents except tender document have to be scanned and uploaded in Technical Bid. Price/Financial Bid as per Part-B has to be scanned, encrypted and uploaded at the requisite places in the e-Procurement system.
 - ii) All the Annexures of the Tender document duly signed on each page by the Tenderer should be scanned and uploaded in the e-Procurement Portal.
 - iii) Scanned copy of Instruments/Bank Guarantee/DD No. as evidence for payment of EMD.
 - iv) Self-Attested Scanned copies of Authority of Authorized Signatory/ Power of Attorney/ Partnership deed/ Memorandum of Association/Articles of Association/ Authority of BoD of a Company, Experience certificates, PAN Card & GST Registration Certificate etc. as the case may be and as stipulated in the Tender document.
 - v) The Tenderers shall submit the Price/Financial Bid in prescribed format clearly indicating the rates in both figures and words, in Indian Rupees (INR), duly signed by the Authorized Signatory. In the event of any difference between figures and words, the amount indicated in words shall prevail.
 - vi) The rates quoted by Tenderer shall be applicable & firm throughout the period of the contract.

- vii) The JAP-IT is not responsible for non-submission of Tender within the specified date and time due to any reason.
 - viii) Service providers are requested to read the instructions contained therein carefully & Meticulously for submission of tenders through e-procurement portal.
 - ix) Any attempt by Tenderer to change the format of any appendix/annexure of tender document while uploading or any attempt to tinker with the software of the portal will render his bid document liable for cancellation and his subsequent blacklisting.
 - x) Tender document not accompanied by all the Schedules/Annexures intact and duly filled in and signed shall be rejected.
 - xi) The JAP-IT shall not be liable for any omission, mistake or error on the part of the Tenderer in submitting the Tender.
 - xii) The Technical offer should include all items mentioned in this document.
 - xiii) The Technical bid should be complete in all respects with all the columns filled in Including "Accepted /Deviations".
 - xiv) The Technical Specifications are the minimum requirements of the purchaser. The Tenderer is at liberty to indicate higher specifications than the minimum level EXCEPT THE BANDWIDTH. The purchaser reserves the right to place order at the higher specifications offered by the Tenderer.
 - xv) Filling up of the Technical Detail Form using terms such as "ok", "acceptable", "noted", "as given in brochure / manual" is not acceptable. The Purchaser may treat offers not adhering to these guidelines as unacceptable.
- i. The EMD submitted by the bidder will be forfeited if:
 - a. The bidder withdraws his tender before processing of the same.
 - b. As a condition precedent for issuing the acceptance letter, the successful Tenderer shall submit the hard copy of Tender document duly signed by the Authorized Signatory with self- attested copies of the supporting documents uploaded along with the Technical Bid within seven days from the date of communication of JAP-IT advising the tenderer to furnish the same failing which his Offer is liable to be rejected and the EMD will be forfeited.
 - c. While preparing the Technical and Price/Financial Bid, Tenderer is expected to provide correct and relevant information. If at any stage it is found that the information/ documents supplied by the Tenderer is incorrect/forged, JAP-IT reserves the right to initiate appropriate legal

proceedings including Termination of the contract & forfeiture of EMD deposit.

- d. The bidder withdraws his tender after processing but before acceptance of “Letter of Intent” issued by JAP-IT.
- e. The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.

The bidder violates any of the provisions of the terms and conditions of this tender specification

- j. The EMD will be refunded to:
 - a. The successful bidder, 3 (three) months after successful installation, commissioning and testing of Goods and services.
 - b. The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee for 10% of the contract value.
 - c. The unsuccessful bidders, only after acceptance of the “Letter of Authorization” issued and verified from concerned bidder.

6. TERMS & CONDITIONS

A. OPENING AND EVALUATION OF TECHNICAL BIDS

The Technical Bids will be opened online at JAP-IT, Ranchi as per schedule indicated in the NIT and evaluated as per the Tender terms & Conditions and Instructions.

The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.

To assist in the scrutiny, evaluation and comparison of offer, the Purchaser may, at its discretion, ask some or all Tenderers for technical clarification of their offer. The request for such clarification and the response shall be in writing. To speed up the response process, the Purchaser, at its discretion, may ask for any technical clarification to be submitted by means of facsimile by the Tenderer. In such cases, original copy of the document describing the technical clarification must be sent to the Purchaser by means of courier / in person.

The Purchaser will short list technically qualifying Tenderers and Commercial offers of only these Tenderers will be opened.

B. OPENING AND EVALUATION OF PRICE/FINANCIAL BIDS

Price/Financial Bids of only technically qualified Tenderer (s) will be opened online at the time and place for which separate Notice will be given to the technically qualified service providers. The technically qualified Tenderer will be at liberty to be present either in person or through an authorized

representative at the time of opening of the Price/Financial Bids with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.

Price/Financial Bids will be opened by the Evaluation Committee appointed by JAP-IT. The Evaluation Committee, after determining whether the Price Bids are complete and without errors, shall determine the lowest Price/Financial Bid (L-1).

After opening of the commercial offers of the short-listed Tenderers, if there is a discrepancy between words and figures, the amount indicated in words will prevail.

C. NO NEGOTIATION

JAP-IT shall not enter into any negotiation with any Tenderer, including Tenderer who has quoted L1 rates.

D. AUTHORISED SIGNATORY

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the JAP-IT, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Board Secretary, authorizing an official or officials of the bidder or a Power of Attorney copy, to discuss, sign agreements / contracts with the JAP-IT. The bidder shall furnish proof of signature identification for above purposes as required by the JAP-IT.

E. ONLY ONE SUBMISSION PERMITTED

Only one submission of response to tender by each Vendor will be permitted. Only one submission is permitted through the lead vendor / consultant. All submissions, including any Banking documents, will become the property of JAP-IT. Recipients shall be deemed to license, and grant all rights to, JAP-IT to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

F. PRELIMINARY SCRUTINY

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each offer to the tender document. For purpose to these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Tender Document without material deviations. The purchaser's determination of offer's responsiveness is to be based on the contents of the Tender Offer itself without recourse to extrinsic evidence.

The Purchaser will scrutinize the offer to determine whether the offer is complete, whether required technical documentation have been furnished, whether the documents have been properly signed, and whether the offer is in order.

A tender offer determined as not substantially responsive will be rejected by the purchaser and the commercial bid for such Tenderer will not be opened.

The Purchase may waive any minor infirmity or irregularity in a Tender offer, which does not constitute a material deviation. This shall be binding on all Tenderers and the Purchaser reserves the right of such waivers.

G. AWARD CRITERIA

Contract will be awarded to the Technically Qualified Tenderer whose Commercial Offer has been determined to be lowest evaluated offer with the right of JAP-IT to negotiate still for a better price. The Commercial Offer will be considered in totality for the Entire Project. Individual Cost Components will not be considered in isolation for determining the Lowest Commercial Offer.

Contract may be awarded even if only one bidder qualifies Technical/ Commercial offer. However, JAP-IT reserves the right to take appropriate decisions in such case which shall be final.

Contract will be awarded for 5 (Five) years/60 (Sixty) Months subject to Satisfactory Performance.

After 5 (Five) years/60 (Sixty) Months, contract may be renewed (on yearly basis), for a maximum period of two years to be decided by mutual consent, at same terms & conditions of the existing contract.

H. RIGHT TO ALTER ITEMS

The Purchaser reserves the right to award the contract for 50 Mbps1:1 dedicated wired Internet Leased Line Uncompressed and Unshared (with DDoS Detection & Mitigation Services to protect against 1 GB of DDoS data/traffic). Last mile delivery on Fiber only.

The Purchaser reserves the right to delete items from the schedule of requirements specified in the tender. The Purchaser also reserves the right to alter the quantity.

The purchaser reserves the right to vary specifications.

I. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

JAP-IT shall be under no obligation to accept the lowest or any other offer, including those received late or incomplete offers, without assigning any reason whatsoever.

JAP-IT reserves the right to make any changes in the terms and conditions of the tender.

JAP-IT will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations.

J. CORRUPT AND FRAUDENT PRACTICES

The Purchaser will reject a proposal for award if it determines that Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract inquisition.

K. SIGNING OF CONTRACT AGREEMENT

Within Thirty (30) days of receipt of Purchase order, the successful Tenderer shall sign and date the contract and return it to the Purchaser.

L. TERMS AND CONDITIONS OF CONTRACT

ii. PAYMENT TERMS

Payment for Fixed (One Time) Charges will be made by the Competent Authority after successful Installation, Testing, Commissioning of the System and Acceptance by the Tendering Authority.

Payments will be made by the Competent Authority on quarterly basis for the Recurring Charges against the consolidated Bill raised to the Competent Authority only after the completion of each quarter subject to satisfactory performance as per committed. It will be the responsibility of the Service Provider to provide reports of Bandwidth usage and traffic to demonstrate that the SLA is being met.

Payment of taxes, GST and other applicable Government levies will be made according to the rules and regulations as existing on the date of the payment.

iii. LIQUIDATED DAMAGES

For any delay in Installation and Commissioning, the JAP-IT will charge penalty of 0.5% of the order value/week or part thereof, subject to the cost not exceeding 10% of the total cost.

iv. PERFORMANCE BANK GUARANTEE

Performance Bank Guarantee (PBG) of 10 % of the contract value valid for contract period plus 3 months of claim period shall be submitted within 7 working days from acceptance of the purchase/work order.

Contract will be awarded for 05 (Five) years/60 (Sixty) Months on Annual Renewal Basis subject to Satisfactory Performance from the date of Commissioning of the Internet Services.

Fresh PBG has to be submitted in case of extension of the contract period, maximum extension of the contract period is of 02 years (yearly basis on successful completion of the previous contract period).

v. WARRANTY AND ANNUAL MAINTENANCE CONTRACT (AMC)

The Internet with related equipment and communication links installed by the vendor shall have a comprehensive onsite warranty for the entire period of the Service Contract after the successful commissioning and acceptance.

The bidder shall ensure an uptime of 99.5% (quarterly) for the entire duration of the contract.

ISP will ensure maintaining services from the nearest service center which should be well equipped with service engineers and sufficient spares. The vendor will do preventive maintenance once a month for upkeep of the system.

a. PENALTY FOR DOWNTIME

If the services remain down for any reason for more than 04 hours including Saturday and Sunday, then 0.5% of the proportionate contract value will be deducted as penalty and if services remain down from 24 hours to one-week including

Saturdays, Sundays, and holidays then 1% of the proportionate contract value will be deducted as penalty.

However, If the services remain down for more than a week then 2% of the proportionate contract value will be deducted as penalty for each such weeks up to two weeks after which the security deposit will be invoked and the JAP-IT will have right to cancel the order and go for any other ISP.

Note: Contract Value will be the ‘Recurring Charges for the Calendar Year’ in which the Penalty is to be deducted.

b. PENALTY FOR DELAY IN COMMISSIONING

The schedule to be given for testing and acceptance and/or delivery and installation at site is to be strictly adhered to, in view of the strict time schedule for implementation of various projects of the Department as time *is essence of the contract*. Any unjustified and unacceptable delay in delivery beyond the delivery schedule as per purchase order shall render the vendor liable for liquidated damages and thereafter the JAP-IT holds the option for cancellation of the order of pending supply and procures the same from any other vendor and invoke the security deposit of the vendor. The Department may deduct such sum from any money in their hands due or to become due to vendor. The payment or deduction of such sums shall not relieve the vendor from his obligations to complete the process of commissioning or from his other obligations and liabilities under the contract.

vi. TIME FRAME

The ILL link (as per the requirement mentioned in this document) should

be completed within 30 days in all respects i.e. deliveries and all kind of installations, testing and commissioning. Liquidated Damages at the rates referred in this document shall be imposed in case of any delays due to any reason whatsoever

vii. CANCELLATION OF CONTRACT AND COMPENSATION (EXIT CLAUSE)

The Department reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the JAP-IT on the following circumstances:

- a) The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- b) The bidder goes into liquidation voluntarily or otherwise.
- c) The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory by the JAP-IT.
- d) In addition to above, if, after the award of the contract, the selected bidder does not perform satisfactorily or delays execution of the contract, the Department reserves the right to get the balance contract executed by another party of its choice by giving 3 (Three) month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the JAP-IT may have to incur to carry out bidding process for the execution of the balance of the contract.
- e) The Department reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.
- f) The purchaser shall be entitled and it shall be lawful on his part to forfeit the amount of Performance Bank Guarantee in whole or in part in the event of any default, failure or neglect on part of the contractor in fulfillment or performance of the contract under reference in all respects satisfaction of the purchaser. The purchaser shall be entitled to deduct from the amount of Performance Bank Guarantee any loss or damage which the purchaser may suffer or be put by any reason or due to any act or other default recoverable by the purchaser from the contract. The losses recoverable by the purchaser from the Performance Bank Guarantee shall include all losses incurred by the purchaser during the warranty period on account of failure of equipment or delay in attending the equipment by the contractor during the warranty period as per stipulations of the contract.
- g) In case of arbitration, Secretary, Dept. of IT & eGov., GoJ will be the sole arbitrator.

viii. ASSIGNMENT

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Department

ix. SUBCONTRACTING

The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Department

x. APPLICABLE LAW AND JURISDICTION OF COURT

The Contract with the selected bidder shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts at Ranchi only.

xi. NO LEGAL RELATIONSHIP

No binding legal relationship will exist between any of the Recipients/Respondents and JAP-IT until execution of a contractual agreement.

xii. 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 be a disqualification

xiii. INSURANCE

As all the delivered hardware will be owned by the Bidder [Internet Service Provider] during the entire period of the contract, the service provider will take insurance for all the network hardware items installed in the premises of JAP-IT locations for the entire duration of the contract period against all risks

xiv. IPR INFRINGEMENT

As part of this project Bidder [Internet Service Provider] will deliver different hardware / software [IOS]. If the use of any such software by /for JAP-IT, infringes the intellectual property rights of any third person, Service provider shall be primarily liable to indemnify JAP-IT to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the conditions the claim relates to Software provided/used by Bidder/Service provider under this project.

xv. ALTERNATE SERVICE PROVIDER

At any point during the contract, the JAP-IT reserves the right to engage Alternate Service Provider for redundancy / Backup.

xvi. LIMITATION OF LIABILITIES

In no event shall either party be liable with respect to its obligations under or arising out of this agreement for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of Bidder / Service Provider, arising at any time shall not exceed the total contract value.

xvii. FORCE MAJEURE

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.

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.

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.

In case of a Force Majeure, all Parties will endeavor 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.

7. SERVICE LEVEL AGREEMENT (SLA)

This SLA describes the Service Levels applicable. Non-achievement of a Service Level may attract penalties, as set out in this SLA. The bidder shall sign SLA with JAP-IT incorporating following parameters:

- a. Working days: Seven days a week (Monday to Sunday)
- b. Throughput: 100% non-blocking[symmetric]
- c. Latency: <250ms
- d. Packet Loss/Drop: <1.0%
- e. Helpdesk Support (with preferably trouble ticketing/toll free number):24*7*365
- f. Mean Time to Restore: 4 hours. To be calculated on monthly basis
- g. Performance Reports: Real Time, Hourly, Daily, Weekly and Monthly
Dedicated Account Management Team: Single point of contact for service requirements such as ordering, implementation, operations and billing.

SLA Requirements:

1. Initial contract period is 05 Year, which may be extended for next two years on yearly basis on the basis of satisfactory performance.
2. Escalation matrix should be updated on immediate basis, in case of any change in the management of the ISP.
3. Uptime should be 99.5% achieved quarterly.
4. The project should be implemented in 15 days after issuance of Work Order and the delay in implementation will attract penalty of 0.5% of the total charges (C) per week
5. SLA & Penalty as per the guideline, terms & condition of JAP-IT

Availability of service shall be assessed by the following three formulas;

1. Unavailability of service (UoS):
(Outage Duration)/(No. of days in the quarter)*24
2. Outage Duration is the sum total of disruption period for the reporting quarter (Measured in hours) for the leased circuit calculated in accordance with the tender document/agreement.
3. Availability of service (AoS):
(1-UoS) X 100%

4. Penalty payable at the end of quarter:

$$(X-AoS) * (Quarter\ fees) * (Penalty\ factor)$$

Where X is the service level i.e. 99.5 (as mentioned in the para 6.L.v of the tender document), below which penalty shall be imposed and Penalty factor is as specified in para 4.1 bellow.

4.1 Penalty Structure on Downtime for protected service:

Sl. No	Availability	Penalty Factor
1.	Upto 99.5%	0
2.	Below 99.5% & upto 98%	1.5
3.	Below 98% & upto 97.5%	1.75
4.	Below 97.5%	2.0

8. COMMERCIAL PROPOSAL

The Price/Financial Bid shall ensure the following:

- (i) Commercial Offer as per **Annexure B** shall be submitted.
- (ii) It should give all relevant price information and should not contradict the Technical Offer in any manner.
- (iii) The prices quoted in the commercial bid should be without any conditions.
- (iv) The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the tender either with the technical or commercial bids submitted.
- (v) The price schedule must be filled in completely, without any error, erasures or alterations.
- (vi) Tenderer should quote only all-inclusive Price inclusive of Supply, Installation, commissioning, Transportation, Forwarding, Insurance, Training, Warranty etc. Taxes like GST etc. will be additional as applicable at the time of billing.
- (vii) The commercial offer shall be on a fixed price basis. No price variation should be asked for relating to increase in dollar price variation. Taxes will be additional as applicable at the time of billing.
- (viii) Price quotation accompanied by vague and conditional expression such as “subject to immediate acceptance”, “subject to confirmation before sales”, etc. will be treated as being at variance and shall be liable for rejection.
- (ix) Prices quoted will be firm for the entire period of Contract. All prices to be quoted in **Indian Rupees only**, exclusive of all applicable taxes and GST. Taxes and GST will be additional as applicable at the time of billing.
- (x) It is the responsibility of the Vendor to clearly identify all costs associated

with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost Proposal in a clear and accurate manner. Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal will be considered as valid ground for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor.

Bidder need to ensure that they strictly adhere to following terms and conditions while quoting for the commercial. **Any manipulation / non adherence at any terms and conditions if found at any stage will not only lead to termination of the contract but will also ensure BLACKLISTING of firm and will also be debarred from participating in any of the Tender.**

Price Format:

Price Format					
Sl. No.	Item Description	Media	One Time Charges (A)	Annual Recurring Charges (B)	Total Charges for 05 years (C)=(A+(B*5))
1	50 Mbps (1:1) Internet Bandwidth	Underground end to end fiber in ring architecture			
2	Additional 100 Mbps (per 100 Mbps) Internet Bandwidth	Underground end to end fiber in ring architecture			
3	Sub-Total				
Taxes @ _____					
Total Charges inclusive of Taxes					

Commercial Terms and Conditions:

1. No other charges / taxes / duties in any form will be paid by the JAP-IT other than what is mentioned in the Price Format.
2. The L1 will be decided basis the firm who have quoted least price as per price bid format.
3. Payment Terms:

One Time Charges will be paid after successful commissioning, testing of link and satisfactory performance of the link for at least three months.

Annual Recurring Charges will be paid after completion of quarter.

4. The taxes mentioned and calculated in the price format should be the prevailing tax in India and any increase / decrease in the taxes by government of India should be applied accordingly.