



Request for Proposal (RFP) for Selection of Managed Service Provider for Internet Service Provider for Sixty One (61) locations of Four (04) Pillars of ICJS in Sikkim

NETWORK CONNECTIVITY UNDER ICJS 2.0

CRIME INVESTIGATION DEPARTMENT (C.I.D),

POLICE HEADQUARTER

GANGTOK, SIKKM

Tender No: 01/2025-26/ICJS/PHQ

Date: 25/04/2025

Tender Fees: Rs. 2000

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INVITATION TO BID

**CRIME INVESTIGATION DEPARTMENT (C.I.D),
POLICE HEADQUARTER
GANGTOK, SIKKM**

Date: 25/04/2025

Open Tender No: 01/2025-26/ICJS/PHQ

Sikkim Police Headquarters (PHQ) invites online bids (Technical & Financial) from eligible bidders for “Request for Proposal (RFP) for Selection of Managed Service Provider for Internet Service in 61 Police locations, 01 Forensic location, 06 Prosecution locations and 02prison locations “

Document Control Sheet

Tender reference No	
Name of Organization	Sikkim Police Headquarter, Gangtok
Scope of Work	Selection of Managed Service Provider for Internet Service In Four Interoperable Criminal Justice System (ICJS) pillars of Sikkim.
Tender Type (Open/Limited/EOI/Auction/Single)	OPEN
Tender Category (Services/Goods/works)	Services/ Goods
Re-bid submission allowed (Yes/No)	No
Is Offline Submission Allowed (Yes/No)	No
Is Multi Currency Allowed	No (Only INR)
Payment Mode (Online/Offline)	Offline
Address for Communication	Deputy Inspector General of Police, CRIME INVESTIGATION DEPARTMENT (C.I.D), POLICE HEADQUARTER, GANGTOK, SIKKIM

Important Dates & Details:

S. No.	Details	Date/ Time
1.	Tender Uploading Date	25.04.2025
2.	Tender Download Start Date	25.04.2025
3.	Last date of receipt of queries	09.05.2025
4.	Date of Pre-bid meeting	19.05.2025
5.	Start Date of Bid Submission	20.05.2025
6.	Last Date & Time for Submission of Bids electronically on http://sikkimtender.gov.in	26.05.2025 1100 Hrs
7.	Date & Time of Opening of Bids (Technical Bids)	26.05.2025 1200 Hrs
8.	Date for Financial Bid Opening	-
9.	Venue of Opening of Bids	Conference Hall, PHQ
10.	Tender Fees (Non-refundable)	Demand Draft of Rs. 2,000/- from State Bank of Sikkim (SBS) favoring DDO, CID, PHQ, Gangtok payable to Managing Director, SBS.
11.	Earnest Money Deposit (E.M.D.) (Refundable)	EMD of Rs. 2,00,000/- from any nationalized Bank favoring DIG-CID, Sikkim Police HQ, Gangtok.
12.	PHQ Contact Person	DIG, CID, Sikkim Police Headquarters, Gangtok

Note: Please specify RFP Number in all your correspondence. Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from the website <http://sikkimtender.gov.in>

Section I- Background & Scope of work

1. Background

The Sikkim Police force is guided by its motto "Protect and Serve," which reflects its mission to serve the people as guardians of the law. With a rich history dating back to 1897, the force has evolved to become a modern law enforcement agency, committed to enforcing the law fairly and firmly without prejudice.

ICJS 2.0 is an upgraded version of the Interoperable Criminal Justice System, designed to further enhance the integration and sharing of information across different agencies and departments within the criminal justice system. This project aims to leverage technology to improve the efficiency, effectiveness, and responsiveness of the criminal justice system. ICJS 2.0 intends to provide a robust and secure platform for data sharing, analytics, and decision-making.

Under this project, Sikkim Police Headquarters desires to establish connectivity of 10 to 50 Mbps in various locations to enable better crime control and monitoring, facilitate real-time tracking and surveillance, and improve the overall efficiency of law enforcement operations. This connectivity will allow for seamless data sharing and access to critical information, enabling swift response to emerging situations and enhancing public safety. However, successful bidder(s) can leverage existing infrastructure to provide last mile connectivity, using wired or wireless technology to all 52 Police locations, 1 Forensic Location, 6 Prosecution Locations and 2 Prisons across the state as per the list provided in Annexure -1

1.1 Scope of Work-

The solution provider after going through the scope of work has to provide reliable, secure and robust solution considering the terrain of the state.

S. No.	Locations for Provisioning of Bandwidth	Number	Bandwidth
1.	Police Locations, Forensic Location, Prosecution Locations, Prison Location	61	Minimum 10 Mbps to 50 Mbps connectivity, as per feasibility in various locations.

Network Redundancy and Last Mile Connectivity:

Network redundancy must be built to protect traffic from cable cuts. The service provider is responsible for providing last mile connectivity to the client's premises. The service provider must also meet associated hardware requirements, including modems/converters and licensed software, with a 5-year onsite warranty.

Security and Infrastructure Requirements :

The service provider must deploy advanced security features, including Firewall with IPS, Web access firewall, URL filter, Server security Solution, gateway antivirus, anti-malware, and ransom-ware protection, to mitigate potential threats to applications and infrastructure. The service provider is also responsible for provisioning connectivity among different locations, including networking and cabling.

The Bidder shall provide a comprehensive list of hardware requirements, Length of OFCs and its cabling, security devices aggregated across all locations, in accordance with the Bill of Quantities (BOQ) specified in Annexure 2.

1.2 Technical Documentation

- II. The Managed Service Provider shall submit below documents to PHQ and only after the approval, it will start the implementation.
 - a. High Level Design Document (HLD) within Eight days after signing contract
 - b. Low Level Design Document (LLD) should submit within 15 Days after signing of Contract - After approval of Low Level Design (LLD) SI has to start work.
 - c. Detailed Implementation Plan
 - d. Approach and Methodology with Solution Document
 - e. Prerequisites if any
 - f. Network Management System access to PHQ with respect to Project Scope and Circuits in this tender Document
- III. The Managed Service Provider shall document all the field installation and commissioning procedures and provide the same to PHQ within one week of the completion and acceptance testing of the equipment.
- IV. The Managed Service Provider shall submit a complete cabling system layout at PoP including cable routing, telecommunication closets and telecommunication outlet. The layout shall detail locations of all equipment and indicate all wiring pathways.
- V. Manufacturer's technical documentation on all devices used in the system including user manuals for configuring of switches, routers, etc. and their 'As installed' configuration shall be provided by the Managed Service Provider.
- VI. Process documentation: The Managed Service Provider shall be responsible for preparing process documentation relating to operation and maintenance of Setup. The process documents shall be formally signed off by PHQ.
 - Help desk management process shall capture the entire cycle of problem reporting, escalation and resolving issues.
 - SLA monitoring processes for each SLA parameter as defined in SLA requirement section (monitoring mechanism and report performance etc.). All documentation will be supplied both in Hardcopy and Softcopy format.

1.3 General Guidelines on Installation and Configuration:

Service Provider is expected to carry all the necessary tools required for the installation and maintenance of the project.

1. The Service Provider shall install and commission the active network equipment as well as passive network components (Cabling etc) as per approved deployment design.
2. All the work shall be done in a conscientious manner as per the best industry practices. The system shall be subjected to inspection at various stages.
3. The bidder shall ensure using existing infrastructure if installed at proposed premises for better utilization of resources.
4. Local regulation/ codes shall be followed at all times. The Service Provider shall follow all safety regulations and practices and shall not employ any child labor.
5. The Service Provider shall not cause any damage to Government buildings /other premises and property and will carry out restoration if any damage occurs. Trenches dug to lay conduits/ cables will be filled-up and restored to

the original condition immediately after laying. The Service Provider shall plug conduits and entrance holes where the cabling has been installed with suitable sealing material.

6. The protective casing/ piping used around conduits and cables needs to be rodent proof.
7. The Service Provider shall be responsible for the installation and configuration of required software applications/modules.
8. The delay installing the network equipment's due to Dependencies of PHQ shall be excluded from SLAs, however the proof of establishing such delay to be maintained by the Service Provider.
9. If at any time during the Contract period, the successful bidder(s) reduces the bandwidth price, sells or offers to sell to any person(s)/organization(s) including the Purchaser or any Statutory Undertaking of the Central or a State Government anywhere in the West Bengal/Sikkim Circle, as the case may be, at a price lower than the price chargeable under this Contract, he shall forthwith notify such reduction or Sale or offer of Sale to the Director PHQ , Sikkim and the price payable under the Contract for the bandwidth supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced.
10. The successful bidder(s) shall furnish the following certificate to the PHQ along with each bill for payment for circuit-wise bandwidth made against the Selection of Managed Service Provider:

"I/We certify that there has been no reduction in sale price of the bandwidth of Description identical to the bandwidth supplied to the PHQ under the contract herein and such bandwidth have not been offered/sold by me/us to any person(s)/organization(s) including the purchaser or any Department of Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government anywhere in the West Bengal/Sikkim Circles the case may be up to the date of the bill/the date of completion of supplies against all supply orders placed during the currency of the R/C at a price lower than the price charged to the PHQ under the Contract."

11. The Bidder or its service providers have to give an undertaking that the rates offered by them are lowest anywhere in the West Bengal/Sikkim Circle. It has been observed that prices of bandwidth, i.e., Domestic as well as Internet bandwidth, are reducing with the passage of time. Hence PHQ will review the prices at the end of every year and Managed Service Provider is required to pass on the discount after calculating percentage of the reduction of market prices as per TRAI regulations. Validity of this contract is for a period of 5 years. During the contract period if technology upgrades, the benefit of the same to be provided to the department without any extra cost. No upward revision will be permitted in rates of bandwidth during the validity period of the contract.
12. In case of any degradation of service at any point during agreement period, the penalty shall be imposed.

1.4 General Conditions of Procurement criterion:

2. If proposed connectivity is discontinued, then the Service Provider shall deploy new infrastructure and shall ensure that such infrastructure have all the features as required by PHQ and the equipment are also compatible with earlier equipment deployed by Service Provider.
3. All the software used for providing services shall be licensed to PHQ. The Service Provider shall not deploy any software without a valid license or use software in such a manner that it violates the License Agreement/ End User License Agreement (EULA) as specified by the vendor of the software. All the new equipment purchased should be in the name of PHQ.

4. Implement Setup and provide/supply any items not included in the bill of material but required for successful functioning of the network, PHQ shall not pay for any such items which have not been quoted by the Service Provider in the bid but are required for successful completion of the project.
5. Last mile connectivity asked in this tender is under Managed Service Provider scope / SI
6. Supply all the installation material/ accessories/ consumables (e.g., screws, clamps, fasteners, ties anchors, supports, grounding strips, wires etc.) necessary for the installation of the systems.
7. Prepare and submit a state wide inventory & delivery report detailing the components supplied in each office and share it with PHQ.

1.5 Overall Comprehensive Maintenance

The Service Provider shall have the responsibility to administer the comprehensive warranty of the IT and non-IT components for contract period. The Service Provider shall plan and conduct periodic preventive maintenance of all the components (IT and non-IT) of the project, as required and share preventive maintenance reports with the PHQ. The format for the maintenance reports has to be prepared by the service provider and approved by the PHQ. Patches and Upgrades shall be ensured from time to time in order to meet the QoS based on SLA and KPI.

1.6 MIS Reports

The selected Service provider shall submit the reports on a regular basis in a mutually decided format. The following is only an indicative list of MIS reports that may be submitted to the purchaser:

(a) Daily reports

- Summary of issues/complaints logged at the Help Desk

(b) Weekly reports

- Component wise IT infrastructure availability and resource utilization
- Summary of component wise Network uptime.
- Summary of changes in the Network
- Consolidated SLA/(non)- conformance report
- Component wise IT infrastructure availability and resource utilization
- Summary of component wise Network uptime
- Summary of changes in the Network

(c) Monthly Reports

- Consolidated SLA/(non)- conformance report
- Component wise IT infrastructure availability and resource utilization
- Summary of component wise Network uptime
- Summary of changes in the Network

(d) Quarterly Reports

- Component wise IT infrastructure availability and resource utilization
- Consolidated SLA/(non)- conformance report
- Summary of component wise Network uptime

Summary of changes in the Network

Section II -Instructions to the Bidders

2. Invitation for Online Bid Submission:

As per guidelines issued by Sikkim State Government available on the website <http://sikkimtender.gov.in> under the link “Bidders Manual Kit” Sikkim Police Headquarters invites offer E-tenders for Selection of Managed Service Provider for Internet Service in four ICJS pillars of Sikkim and other police locations of Sikkim.

Proposals are hereby called from the Bidders having capability for above Project on behalf of Govt. of Sikkim as per terms and conditions of the work order as per uploaded specifications electronically.

3. Registration

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

4. Searching for RFP Document

- 4.1 There are various search options built in the e-procurement Portal, to facilitate bidders to search active RFPs by several parameters. These parameters could include RFP ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for RFPs, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for an RFP published on the above Portal.
- 4.2 Once the bidders have selected the RFPs they are interested in, they may download the required documents / RFP schedules. These RFPs can be moved to the respective My RFPs folder. This would enable the Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the RFP document.
- 4.3 The bidder should make a note of the unique RFP ID assigned to each RFP; in case they want to obtain any clarification / help from the Helpdesk.

5. Preparation of Bids

- 5.1 Bidder should take into account any corrigendum published on the RFP document before submitting their bids.
- 5.2 Please go through the RFP advertisement and the RFP document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 5.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the RFP document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 70 dpi or less than 70 dpi with black and white option which helps in reducing size of the scanned document.
- 5.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or „ “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

6. Submission of Bids

- 6.1 Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 6.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 6.3 Bidder has to select the payment option as “offline” to submit EMD and pay the tender fee as applicable and enter details of the instrument.
- 6.4 The bidder shall seal the original EMD and Demand Draft as prescribed under Important Date & Details Sl. No 10 & 11 in an envelope which shall contain EMD and tender fee. The Bidder shall mark its name and tender reference number on the back of the Bank Draft/ FDR/Bankers Cheque before sealing the same. The address of PHQ, name and address of the bidder and the Tender Reference Number shall be marked on the envelope. The envelope shall also be marked with a Sentence “NOT TO BE OPENED BEFORE the Date and Time of Bid Opening”. If the envelope is not marked as specified above, PHQ will not assume any responsibility for its misplacement, pre-mature opening etc.
- 6.5 The bidder shall deposit the envelope in the tender box kept in the office of the DIG, CID at PHQ Office on or before bid submission date. In case tender fees is sent through Speed Post and it must reach Tender Process Section as per date and time mentioned above in the name of Tender Process Section.
- 6.6 Tender Fees not meeting above deadlines will not be accepted and their uploaded bid will be rejected.
- 6.7 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6.8 Eligibility criterion for this bid are specified in Section 30 of the bid document and bidders are required to submit all necessary documents as stipulated therein in a separate Annexure No.3

- 6.9 Technical criterion for this bid are specified in Section 31 of this bid document and bidders are required to submit all the required documents as stipulated in separate Annexure 4.
- 6.10 The format for submission of financial bid is indicated at Annexure 5 and should be quoted for CAPEX & OPEX separately initially for a period of 1 year
- 6.11 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 6.12 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

7. Assistance to Bidders

- 7.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority of the tender or the relevant contact person indicated in the tender.
- 7.2 Any queries relating to the process of online bid submission or queries relating to State e-tender portal in general may be directed to DIG, CID, Police Headquarter, email id : spcid@sikkimpolice.nic.in, contact No. 9733029204.

8. Cost to Bid

The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the Purchaser. The Purchaser, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

9. Contents of the Tender Document

9.1 This tender document includes

- a) Section I –Background & Scope of Work;
- b) Section II - Instructions to the Bidders;
- c) Section III –Final Acceptance Testing
- d) Section IV – Service Level Agreement & General Conditions

9.2 The Bidder is expected to examine all instructions, forms, terms & conditions, and scope of work in the Tender Document and furnish all information as stipulated therein.

10. Clarification on Tender Document

- 10.1 A prospective Bidder requiring any clarification on the Tender Document may submit his queries, at the Purchaser's Email ID: spcid@sikkimpolice.nic.in as per schedule indicated in Section I – Invitation for Bids. The queries must be submitted in the following format (in Excel file, *.xls or .xlsx) only to be considered for clarification:

Sr. No.	Section No.	Clause No.	Reference/ Subject	Clarification Sought

- 10.2 All queries on the Tender Document should be received on or before as prescribed by the Purchaser in Section 1 of this tender document. The Client shall hold a pre-bid conference (PBC) as per the date mentioned under Section 1. Queries not submitted within this deadline or not in the given format may not be taken up at the PBC.
- 10.3 Prebid Meeting shall be held in PHQ as per the dates mentioned in Section 1.
- 10.4 Purchaser's response (including the query but without identifying the source of inquiry) would be uploaded in the State e-tender portal (URL: <http://sikkimtender.gov.in>). Bidders are responsible for duly checking the above website for any clarifications.
- 10.5 Client reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it shall be inappropriate to do so or do not find any merit in it.

Note: Inputs/ suggestions/ queries submitted by bidders as part of the pre-bid meeting and otherwise will be given due consideration by the RFP committee, however PHQ is not mandated to accept any submission made by the bidder and nor the bidder will be given any written response to their submissions. If an input is considered valid by the committee the same will be accepted and incorporated as part of the corrigendum.

11. Amendment of Tender Document

At any time prior to the last date for receipt of bids, the purchaser, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by an amendment. The amendment will be notified on e-procurement portal <http://sikkimtenders.gov.in> and should be taken into consideration by the prospective agencies while preparing their bids.

12. Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Purchaser, shall be written in English language.

13. Documents Comprising the Bids

The bid prepared by the Bidder shall comprise of the following components:

- 13.1 Bid Security Declaration which shall be tender fees & prescribed EMD amount.
- 13.2 Eligibility Criteria Forms, technical bids and financial bid.
- 13.3 Power of Attorney executed by the Bidder in favor of the Principal Officer or the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender (As per RFP)**
- 13.4 Self-Declarations as requested
- 13.5 Document of proof as requested in the all the Schedules & the Annexures.

14. Bid Prices

- 14.1 The Bidder shall indicate in the pro-forma prescribed, the unit rates and total Bid Prices of the Equipment's / Services along with operation and maintenance for the Setup for 1 year, proposes to provide under the Contract. Prices should be shown separately for each item as detailed in Tender Documents.
- 14.2 In absence of above information as requested in, a bid may be considered incomplete and be summarily rejected.
- 14.3 Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- 14.4 The rate quoted by the bidder should be valid for 180 days from the contract award date, in case the purchaser decides to procure/place an order for additional quantity of IT infrastructure within 180 days from the contract award date.
- 14.5 The Bidder shall prepare the bid based on details provided in the tender documents. **It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the Purchaser. The Bidder shall carry out all the tasks in accordance with the requirement of the tender documents and it shall be the responsibility of the Bidder to fully meet all the requirements of the tender documents. If during the course of execution of the project any revisions to the work requirements i.e., technical specifications, Equipment sizing, Technical Architecture etc. are to be made to meet the goals of the Purchaser, all such changes shall be carried out within the tender price without any impact to the Purchaser.**

15. Firm Prices

Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bid Prices shall be indicated in Indian Rupees (INR) only.

16. Discount

The Bidders are advised not to indicate any separate discount in the Commercial Bid. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose.

17. Bid Security Declaration

The Bidder shall furnish, as part of its bid, a duly signed Bid Security Declaration along with bid proposal as the format given in Form 6 shared under General Forms.

18. Period of Validity of Bids

- 18.1 Bids shall remain valid for 180 days after the date of opening of Technical Bids prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as nonresponsive.

- 18.2 In exceptional circumstances, the Purchaser may request the Bidder for an extension of the period of validity up to 180 days more. The request and the responses thereto shall be made in writing (or through e-mail).

19. Format and Signing of Bid

- 19.1 The original and all copies of the bid shall be typed or written in indelible ink. The Bidder shall sign the original and all copies or persons duly authorized to bind the Bidder to the Contract in accordance with conditions in the RFP. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.
- 19.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 19.3 The Bidder shall duly sign and seal its bid with the exact name of the firm/company to whom the contract is to be issued.

20. Revelation of Prices

Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.

21. Terms and Conditions of Bidders

Printed terms and conditions of the Bidders will not be considered as forming part of their Bids.

22. Local Conditions

- 22.1 It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors at the mentioned sites which would have any effect on the performance of the contract and / or the cost.
- 22.2 The Bidder is expected to make a site visit to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at Bidder's own cost.
- 22.3 Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for the providing services before entering into contract will in no way relieve the successful Bidder from performing any work in accordance with the Tender documents.
- 22.4 The bidder and any of its personnel or agents will be granted permission by PHQ to enter its facilities at various locations in the state for the purpose of such visits, but only upon the condition that the bidder, its personnel, and agents, will indemnify the PHQ from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such inspection, undertaken by the bidder. The Bidder shall at its own risk, peril, cost and liability undertake site visits to designated facilities in the state.

23. Consortium and Sub Contracting

Consortium and Sub Contracting is allowed consortium of entities having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Act in India who fulfills criteria defined in 29.5 in providing the bandwidth are allowed.

24. Last Date for Receipt of Bids

Bids will be received by the Purchaser at the address specified under Section I – Invitation for Bids no later than the time and date specified in Section I - Invitation for Bids.

25. Late Bids

Any bid received by the Purchaser after the last date and time for receipt of bids prescribed by the Purchaser, pursuant to Section I - Invitation for Bids, will be rejected.

26. Modification and Withdrawal of Bids

26.1 No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered.

26.2 No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid.

27. Address for Correspondence

The Bidder shall share the official mailing address, place and fax number to which all correspondence shall be sent by the Purchaser.

28. Contacting the Purchaser

28.1 No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

28.2 Any effort by a Bidder to influence the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

29. Evaluation of Bids

29.1 Bid evaluation committee will be formed for evaluation of the bids. Decision of the committee would be final and binding upon all the Bidders.

29.2 The Bidder should confirm unconditional acceptance of full responsibility of completion of job and for executing the 'Scope of Work' of this tender. This confirmation should be submitted as part of the Technical Bid. The Bidder shall also be the sole point of contact for all purposes of the Contract.

- 29.3 The Bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. If at any stage of Tendering process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge of the Purchaser, the Purchaser shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder.
- 29.4 Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the Purchaser's requirements, as described in the Tender Documents. Bidder must possess the technical know-how and the financial wherewithal that would be required to successfully Supply, Install, Configure, Maintain and Manage all the components of the RFP as part of the solution and also to provide the maintenance and management support services sought by the Purchaser, for the entire period of the contract. The Bidder's bid must be complete in all respect and covering the entire scope of work as stipulated in the Tender document.
- 29.5 In case of consortium, the Lead Bidder should have the Qualification / experience in providing similar services , and the necessary technical expertise and resources to deliver the project. Consortium members should have relevant experience in providing similar services, necessary technical expertise and resources to contribute to the project, and be financially stable with a good credit rating. Consortium should have a valid consortium agreement outlining roles and responsibilities, designate a Lead Bidder for overall project delivery, and have joint and several liabilities for contract performance. Consortium should be registered as a legal entity, compliant with all tax laws and regulations, and free from any conflict of interest in the project.
- 29.6 The Purchaser will examine the bids to determine whether they are complete, whether the bid format confirms to the Tender requirements, whether any computational errors have been made, whether required bid security declaration has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 29.7 A bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. Hypothetical and conditional bids will not be entertained.
- 29.8 PHQ at any time during the course of evaluation of the bids, may seek written clarifications from the Bidder, which may be in the form of presentation, undertaking, declaration, reports, datasheets, etc., if PHQ finds the information in the submitted bids to be insufficient/ambiguous/deviant or of any such nature that hinders the evaluation committee from arriving at a clear decision. It will entirely be at PHQ's discretion whether to seek clarifications or not, and what clarifications to seek, or take any other action as per the guidelines provided in the tender document.

30. Evaluation of Eligibility Criteria

- 30.1 In this part, the bid will be reviewed for determining the Compliance of the general conditions of the contract and Eligibility Criteria as mentioned in the Tender. Any deviation for general conditions of the contract and eligibility criteria will lead to rejection of the bid.
- 30.2 Before opening and evaluation of their technical proposals, bidders are expected to meet all the general conditions of the contract and the eligibility criteria as mentioned below: - Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting pre-qualification criteria are liable to be rejected summarily.

30.3 The bids must be complete in all respects and should cover the entire scope of work as stipulated in the tender document. The invitation to the bids is open to all bidders who qualify the eligibility criteria as follows:

Sr. No.	Clause	Documents Required
1.	<p>The bidder must be a company registered in India under Indian Companies Act 1956/ Indian Companies Act 2013.</p> <p>OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932.</p> <p>OR</p> <p>A Limited Liability Partnership (LLP) firm registered under Limited Liability Partnership Act 2008.</p> <p>OR</p> <p>A Consortium registered as a legal entity.</p> <p>OR</p> <p>A Government of India Undertaking.</p>	Any of the documents as specified
2.	EMD of Rs. 2 lakh	Photo copy of Demand Draft of EMD from any nationalized bank
3.	Tender document fee of Rs 2000	Photo copy of tender document fee of Rs 2000 from any nationalized bank
4.	GST Clearance till the end of the last financial year	Valid documentary proof of GST clearance.
5.	The annual turnover of the Bidder during the last 3 financial years (i.e., 2022-23, 2023-24 and 2024-25) shall not be less than Rs 10 Cr. from IT/ITES/Telcom Services and the bidder should have positive net worth as on date.	<p>This should be evidenced by the audited accounts of the company as filed before the Registrar of Companies.</p> <p>The Bidder must submit Turnover certificate from the statutory auditor of the company clearly mentioning that average turnover of bidder during last three financial year is not less than Rs 10 Cr.</p>
6.	The Bidder and its directors should not have been blacklisted by the Government of India or any state government or any of its agencies for any reasons whatsoever and the bidder should not have been blacklisted by Central / any other State/UT Government/PSUs or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices as on the date of Publication of this RFP.	Undertaking from the Authorized Signatory as per the format in Section

7.	The bidder/primary bidder shall be the single point of Contact for PHQ for Design, Supply, Install, Connect, Configure, Implement, Design, Construct to Go Live all the networking Infrastructure per the scope defined in this RFP and shall be solely responsible for all warranties and upgrades etc, without any extra cost.	Self-certification duly signed by authorized signatory on company letter head.
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Note: If the details furnished by the bidder found to be wrong at any point time during the bidding or contract, PHQ reserves the right to terminate the contract and en-cash PBG in PHQ favor.

31. Evaluation of Technical Bids

Sr. No.	Clause	Documents Required
1	The Bidder or its service provider (in case of System SI) must be an Integrated Telecom Player providing telecom services (VSAT/ Fiber/ Copper/ RF/ 2G/3G/4G last mile of its own) and Should have UASL /UL.	Copy of Valid DOT Licenses
2	The Bidder or its service provider should have its own backbone network on Fiber and valid Unified license to operate the network (valid/renewed up to the contract period.	A copy of valid unified license from DOT to be submitted & Certificate for the same
3	The Bidder or its service provider should have its own (not leased) at least 4 X STM-64 capacity on MPLS Core. The Core should be on DWDM technology.	Self-certificate to be provided
4	The Bidder or its service provider must have its own fiber Backbone across the length and breadth of India with at least 10,000 Kms.	Self-Declaration from Bidder/Service providers required.
5	Bidder or its service provider should have experience of minimum 02 WAN projects during last five years of bid submission with: - 1. Successful supply and completion of the projects (at least 100 sites). Or 2. Successful supply and commissioning of projects at least 100 sites which are operational for last 2 years or more	Purchase order copy and completion certificate from the concern authorities.
6	The Bidder or its service provider should have a valid Category A-ISP license from Govt. of India.	Copy of License to be submitted by the Bidder or its service provider.
7	The bidder/OEM must minimum two ISO certificates mentioned from below a. ISO 9001:2008 or Latest b. ISO 27001:2013 or latest c. ISO 20000:2011 or latest	Copy of valid certificates

- 31.1 Only those bidders who qualify all Pre-qualification / Eligibility Criteria requirements will be qualified for further evaluation.
- 31.2 The technical bid will first be reviewed for determining the Compliance of the Technical bids with the Tender terms and conditions, Minimum/ Mandatory Technical requirements shared in **Annexure 4** for the scope defined in the RFP and the scope of work as defined in this tender.
- 31.3 Any bid found to be non-compliant to the mandatory Technical Requirements, Tender terms and conditions and the scope of work shall be rejected and will not be considered for further evaluation. Bids that are technically compliant would only be taken up for commercial evaluation.
- 31.4 Bidders should submit the Technical Specification compliance sheet as a part of technical bid as mentioned in RFP.
- 31.5 If the bidder is found to be non-compliant to any of the mandatory criteria, then the respective bid would be summarily rejected.
- 31.6 Bidder is required to submit all the supporting documents as per the criteria mentioned in the Tender. PHQ reserves right to summarily reject any bid which does not contain the entire mandatory supporting document.
- 31.7 PHQ reserves the right to disqualify any bidder based on any criteria considered relevant and its decision is binding. Representations, if any from disqualified bidders will not be entertained and will be summarily rejected. PHQ will not respond to any query raised by bidders seeking reasons for rejection of the bid.

32. Evaluation of Financial Bids

- 32.1 The Bidder has to submit the commercial bid through e-procurement website (<http://sikkimtenders.gov.in/>) in the format shared in Annexure – 5.
- 32.2 Quantity mentioned in BoQ is tentative quantity. Actual quantity may vary based on site requirements. PHQ reserves right to decrease or increase the quantity based on the requirements and payments shall be made on actual quantity delivered.
- 32.3 In order to be considered for financial evaluation, the bidder has to quote in terms of rupee value with clearly indicating taxes separately. In case, there is no value filled against Taxes in given BoQ, the bid shall be considered as inclusive of all Taxes/Duties/Service Tax etc of respective items.
- 32.4 The Quote price shall be considered as inclusive of all Taxes/Duties/Service Tax etc.
- 32.5 The Bidder offering lowest evaluated responsive price, as above, would be selected as successful Vendor.
- 32.6 PHQ shall notify successful Bidder. It will not entertain any query or clarification from Bidder(s) who are not selected in the RFP process.
- 32.7 The total price quoted by the bidder in BOQ will be considered as inclusive of all Taxes / GST /Any applicable levies. It will be liability of the bidder to meet scope of work as mentioned in the RFP.
- 32.8 In case more than one bidder has quoted same amount and are lowest, the company having higher turnover and project experience shall be given preference.

Note:

Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit

price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

33. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

The Purchaser reserves the right to accept any bid, and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

34. Notification of Award

- 34.1 Prior to the expiration of the period of bid validity, pursuant as mentioned in RFP, the Purchaser will notify the successful Bidder in writing by mail, followed by registered letter to be confirmed in writing by registered letter, that its bid has been accepted.
- 34.2 The notification of award will constitute the formation of the Contract.
- 34.3 Upon the successful Bidder's furnishing of Bank Guarantee of 3% of the Work/Purchase Order Value for contract performance pursuant as mentioned in RFP, the Purchaser may notify each unsuccessful Bidder.
- 34.4 The EMD of unsuccessful bidders shall be returned.

35. Award of Contract

- 35.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Performa for Contract incorporating all agreements between the parties.
- 35.2 Within 7 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to the Purchaser.
- 35.3 The contract period will be of One (1) year from date of completion of Final Acceptance Test.
- 35.4 In the case of Bidder whose tender bids are accepted, bidder shall be required to give Security Deposit as mentioned in tender along with acceptance of purchase order, within 15 days. Security Deposit will be in the form of Bank Guarantee/Pledged FRD/Bank Draft of any nationalized bank. Security Deposit should be valid for the entire period of contract plus six (6) months and renewed if required.
- 35.5 PHQ may, at any time, terminate the contract by giving written advance notice in 30 days to the vendor without any compensation, if the vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to PHQ.
- 35.6 If at any point during the contract, if the vendor fails to, deliver as per the tender terms and conditions or any other reason amounting to disruption in service, the Termination and Exit Management clause will be invoked.
- 35.7 Quantities mentioned are indicative and PHQ reserves the right at the time of award of purchase order to increase or decrease the quantity of goods and / or services from what was originally specified while floating the RFP without any change in unit price or any other terms and conditions.
- 35.8 Objection, if any, to the Purchase Order must be reported to the tender processing section by the vendor within five (5) working days counted from the Date of Purchase Order for modifications, otherwise it is assumed that the vendor has accepted the Purchase Order in totality.

35.9 If the vendor is not able to supply/deploy/operationalize the ordered Hardware/software system/service/process completely within the specified period, the penalty clause will be invoked.

35.10 The decision of PHQ shall be final and binding on all the vendors to this selection process. PHQ reserves the right to accept or reject an offer without assigning any reason whatsoever.

36. Bank Guarantee for Contract Performance

36.1 Within 15 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in the form of Bank guarantee of nationalized bank valid for a period of contract plus six additional months in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond.

36.2 Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award. In case, of exigency, if the Purchaser gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the successful Bidder.

36.3 Performance Bank Guarantee as per following schedule:

S. No.	Item	Value
1.	Instrument	One single Deposit in the form of Bank Guarantee
2.	Validity of Performance Bank Guarantee	Bank Guarantee to be submitted within 15 working days from date of Letter of Intent and should be valid for a period of contract plus six additional months.
3.	Amount	3% of Purchase Order value

*Note: Bank Guarantee defined as 3% of purchase order value is as per current notification issued by Government of Sikkim. In case of any change in notification, same shall be intimated to the selected bidder and the bidder has to submit updated bank guarantee to PHQ.

37. Confidentiality of the Document

This Tender Document is confidential and the Bidder shall ensure that anything contained in this Tender Document shall not be disclosed in any manner, whatsoever.

38. Rejection Criteria

Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:

38.1 General Rejection Criteria

38.1.1 Bids submitted without Tender Fees.

38.1.2 Bids submitted without Bid Security Declaration

38.1.3 Bids received through Telex /Telegraphic / Fax/ E-Mail/ Hard copies except, wherever required, will not be considered for evaluation.

- 38.1.4 Bids which do not confirm unconditional validity of the bid as prescribed in the Tender
- 38.1.5 If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process
- 38.1.6 Any effort on the part of a Bidder to influence the Purchaser's bid evaluation, bid comparison or contract award decisions
- 38.1.7 Bids received by the Purchaser after the last date and closing time for receipt of bids prescribed by the Purchaser, pursuant to Section I - Invitation for Bids
- 38.1.8 Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder

38.2 Technical Rejection Criteria

- 38.2.1 Technical Bid containing commercial details.
- 38.2.2 Revelation of Prices in any form or by any reason before opening the Commercial Bid
- 38.2.3 Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- 38.2.4 Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
- 38.2.5 The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with this tender.
- 38.2.6 If the bid does not confirm to the timelines indicated in the bid.

38.3 Commercial Rejection Criteria

- 38.3.1 Incomplete Financial Bid
- 38.3.2 Financial Bids that do not conform to the Tender's Financial bid format
- 38.3.3 Total price quoted by the Bidder does not mention all taxes and levies applicable separately.
- 38.3.4 If there is an arithmetic discrepancy in the commercial bid calculations the Purchaser shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected.

Section III – Final Acceptance Testing

Final Acceptance Test (FAT) and Implementation Timeline

The successful bidder shall implement the project within 2 months from the date of issue of the Work Order for each district. During this period, the bidder shall install and implement the project as per the tender document, and upon completion, notify the administrative department.

Upon receipt of the notification, the successful bidder shall ensure 24x7 uptime as specified in the Service Level Agreement (SLA) for each district.

Final Acceptance

The Final Acceptance Test (FAT) shall cover 100% of the connectivity setup. After successful testing by PHQ or its designated third-party agency, a Final Acceptance Test Certificate (FAT) shall be issued by PHQ to the Service Provider. PHQ reserves the right to engage an external agency for acceptance testing. The FAT Certificate shall be issued only after satisfactory completion of the project implementation and testing.

The Acceptance Testing shall include the following:

- (a) All equipment shall be installed and commissioned at the sites as per the requirement
- (b) The Service Provider shall be required to demonstrate all the features/facilities/functionalities as mentioned in the RFP.
- (c) Rectifying the Hardware, Software and deployed solution issues/ bugs reported, if any, during the testing. The Service Provider shall make the required changes in the application/solution deployed to rectify the issues reported, at no extra cost.
- (d) Supply of following documents:
 - i. Details of inventory including hardware and software location-wise along with serial number, product ID, licenses, part code etc.
 - ii. Location-wise installation & commissioning certificates of all equipment/software supplied duly signed by purchaser's authorized person.
 - iii. Compliance certificates for specifications of hardware and software supplied.
 - iv. Installation, configuration and integration settings of all the installed components.
 - v. OEM Warranty documents
 - vi. Original S/w/ CDs/ DVDs and licenses, wherever applicable,
 - vii. User Manuals, Administrator Manual and datasheets, wherever applicable,
 - viii. Training documents.
- (e) At the time of Acceptance Testing, warranties of all the products would be checked, warranty should be renewed if required as per terms and conditions of RFP.
- (f) The service provider shall replace any faulty equipment, at no extra cost, to ensure smooth operations and meet SLA criteria, during the entire project duration

Section IV – Service Level Agreement and General Conditions.

1. Definitions

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

- 1.1. **“The Purchaser”** means Police Headquarter (PHQ), Gangtok, Sikkim
- 1.2. **“Purchase Officer”** means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.
- 1.3. **“Purchaser’s Representative/Project Coordinator”** means the person or the persons appointed by the Purchaser from time to time to act on its behalf for overall co-ordination, supervision, and project management including Purchaser’s Technical Representative.
- 1.4. **“Purchaser’s Technical Representative”** means the persons appointed by the PHQ from time to time to act on its behalf
- 1.5. **“Thanas/Offices Sites”** means the site of PHQ wherein the supply, installation, configuration, operations and maintenance services as specified under the scope of work are to be carried out for the purpose of this Tender / Contract.
- 1.6. The **“Bidder”** means the Tenderer whose bid has been accepted by the Purchaser and with whom the order for providing a solution mentioned in the Scope & Specifications of the RFP and other components has been placed as per requirements and terms and conditions specified in this tender/contract and shall be deemed to include the Bidder’s successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
- 1.7. **“OEM”** means the Original Equipment Manufacturer of any equipment / system / software / product that is providing such goods to the Bidder under the scope of this Tender / Contract.
- 1.8. **“Bidder’s Team”** means the successful Tenderer along with all of its partners / OEMs, who have to provide goods & services to the Purchaser under the scope of this Tender / Contract. This definition shall also include any authorized service providers/partners/agents and representatives or other personnel employed or engaged either directly or indirectly by the Bidder for the purposes of this Tender / Contract.
- 1.9. **“Bidder’s Representative/Project Coordinator”** means the person or the persons appointed by the Bidder from time to time to act on its behalf for overall coordination, supervision and project management.
- 1.10. **“Parties”** means the Purchaser and the Bidder and **“Party”** means either of the Parties.
- 1.11. **“Contract”** means the Agreement entered into between the Bidder and the Purchaser as recorded in the Contract form signed by the Purchaser and the Bidder including all attachments and Annexes thereto, the Tender and all Annexes there to and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
- 1.12. **“Acceptance of Tender”** means the letter/fax or any memorandum communicating to the Tenderer, the acceptance of his tender, and includes an advance acceptance of his tender.
- 1.13. **“Business Day”** means any day that is not a Sunday or a public holiday (as per the official holidays observed by PHQ).
- 1.14. **“Confidential Information”** means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any other person who is covered within the ambit of the Purchaser’s legislation including any such information that may come to the knowledge of the Parties hereto / Bidder’s Team by virtue of this Contract that:
 - 1.14.1 is by its nature confidential or by the circumstances in which it is disclosed confidential; or

- 1.14.2 is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract;
- 1.15. **“Goods”** means all of the equipment, sub-systems, hardware, software, products accessories and/or other material / items which the Bidder is required to supply, install and maintain under the contract.
- 1.16. **“System”** means all of the goods under the scope of this contract together as an integrated solution.
- 1.17. **“Commissioning of System”**: The system shall be deemed to have been commissioned, when all the activities as defined in Section IV - Scope of Work have been successfully executed and completed.
- 1.18. **“Acceptance of System”**: The system shall be deemed to have been accepted by the Purchaser, subsequent to its commissioning, when all the activities as defined in **Section I - Scope of Work** have been successfully executed and completed.
- 1.19. **“FAT”**: means Final Acceptance Test.
- 1.20. **“Document”** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or micro film or computer-generated micro fiche.
- 1.21. **“Effective Date”** means the date on which this Contract is signed and executed by the parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date;
- 1.22. **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, service marks, brands, propriety information, software whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- 1.23. **“Kick Off Meeting”** means a meeting convened by the Purchaser to discuss and finalize the work execution plan and procedures with the Bidder.
- 1.24. **“Service”** means services to be provided as per the requirements / conditions specified in this tender / contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute the scope of work under this contract.
- 1.25. **“Service Specification”** means and includes detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract, as well as those specifications relating to Industry standards and codes applicable to the performance of the work, work performance quality and specifications affecting the work or any additional specification required to be produced by the Bidder to meet the design criteria.
- 1.26. **“The Contract Value”** means the price payable to the Bidder under this Contract for the full and proper performance of its contractual obligations. The Contract Value shall be equal to the total Bid Price.
- 1.27. **“Delivery of System”** shall be deemed to have completed when the Delivery of all the goods/items under the proposed bill of material has reached the designated Sites for installation.
- 1.28. **“Notice”** means:
- 1.28.1. notice; or
- 1.28.2. a consent, approval or other communication required to be in writing under this Contract.

2. Representations & Warranties

In order to induce the Purchaser to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- 2.1. That the Service Provider has the power and the authority that would be required to enter into this Contract and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this contract and to provide services sought by the Purchaser under this contract
- 2.2. That the Bidder is not involved in any major litigation or legal proceedings, pending, existing, potential or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Contract.
- 2.3. That the Bidder has the professional skills, personnel, infrastructure and resources/authorizations that are necessary for providing all such services as are necessary to fulfill the scope of work stipulated in the Tender and this Contract.
- 2.4. That the Bidder shall ensure that all assets/ components including but not limited to equipment, software, licenses, processes, documents, etc. installed, developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements.
- 2.5. That the Bidder shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- 2.6. That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.
- 2.7. That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto.
- 2.8. That the execution of the scope of work and the Services herein is and shall be in accordance and in compliance with all applicable laws.
- 2.9. That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be affected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- 2.10. That the Bidder shall provide adequate and appropriate support and participation, on a continuing basis, in tuning all supplied Infrastructure to meet the requirements of the applications.

3. Scope of Contract

- 3.1. Scope of the Contract shall be as defined in Section 1 - Scope of Work and Annexes thereto of this tender.
- 3.2. Purchaser will engage the Bidder as **Internet Service Provider**
- 3.3. If any services, functions or responsibilities not specifically described in this Contract, area inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Contract, they shall be deemed to be included within the scope of the work to be delivered for the Charges, as if such services, functions or responsibilities were specifically described in this Contract.
- 3.4. The Purchaser or Purchaser's Technical Representative reserves the right to amend anyof the terms and conditions with mutual agreement in relation to the Scope of Work andmay issue any such directions which are

not necessarily stipulated therein if it deems necessary for the fulfillment of the Scope of Work pursuant as mentioned in RFP.

4. Key Performance Measurements

- 4.1. Unless specified by the Purchaser to the contrary, the Bidder shall perform the Services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down in this Tender.
- 4.2. The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the scope of work.

5. Commencement and progress

- 5.1. The Bidder shall be subject to the fulfillment of the condition's precedent set out as mentioned in RFP, commence the performance of its obligations in a manner as specified in the Scope of Work and Service Specifications.
- 5.2. The Equipment supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution.

6. Bidder's Obligations

- 6.1. The Bidder's obligations shall include supply, installation, integration, commissioning and maintenance of the complete Internet Service Infrastructure as an integral solution including but not limited to Network components, covering associated Hardware and Software as specified by the Purchaser in the Scope of Work and other sections of the Tender and Contract and changes thereof to enable the Purchaser to meet their objectives and operational requirements. It will be the Bidder's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the Tender and this Contract.
- 6.2. The Bidder shall ensure that the Bidder's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract.
- 6.3. The Bidder shall be responsible on an ongoing basis for coordination with other vendor sand agencies of the Purchaser in order to resolve issues and oversee implementation of the same. The Bidder shall also be responsible for resolving conflicts between vendors in case of borderline integration issues.
- 6.4. The Bidder shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third Parties.

6.5. Obligations related to Internet Service

- 6.5.1. The Bidder shall supply equipment/components including associated accessories and software as under this contract and install, commission, integrate, manage and maintain those components during the entire period of contract.
- 6.5.2. In case of any dissatisfaction or default on part of the Bidder in providing the level of support desired by the Purchaser or Purchaser's Technical Representative in relation to the setup by the Bidder, the Bidder shall extend the necessary support required to meet the commitments without any financial liability to the Purchaser.
- 6.5.3. In case of any problems / issues arising due to integration of infrastructure supplied by the Bidder with any other component(s)/product(s) under the purview of the overall solution, the Bidder shall replace the required component(s) with an equivalent or better substitute that is acceptable to Purchaser without any additional cost to the Purchaser and without impacting the performance of the solution in any manner whatsoever.
- 6.5.4. The Bidder shall provision the required critical spares/components for meeting the uptime commitment of the components supplied by him.
- 6.5.5. The Bidder shall supply and/or install all new releases, versions, any type of updates, upgrade patches and/or bug fixes for the firmware or software from time to time at no additional cost to the Purchaser.
- 6.5.6. The Bidder should provide technology refresh information to the Purchaser as and when the OEM comes out with the same.

6.6. Bidder's Representative

- 6.6.1. The Bidder's representative shall have all the powers requisite for the performance of services under this contract. The Bidder's Representative shall liaise with the Purchaser's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He will extend full co-operation to Purchaser's representative in the manner required by them for supervision/inspection/observation of the Infrastructure/material, procedures, performance, reports and records pertaining to the works.
- 6.6.2. The Purchaser's representative upon receipt of request from the Bidder intimating commencement of installation at the designated Sites shall give to the Bidder access to as much of the Sites as may be necessary to enable the Bidder to commence and proceed with the installation in accordance with the timeline of work.

6.7. Reporting Progress

- 6.7.1. The Bidder shall monitor progress of all the activities related to the execution of this contract and shall submit to the Purchaser, at no extra cost, progress reports with reference to all related work, milestones and their progress during the implementation phase on a weekly basis.
- 6.7.2. During &Post implementation, the Bidder shall submit to the Purchaser, MIS reports as an ongoing basis. Extracts of the progress report to be termed, as "Executive Summary" shall be submitted. Formats for such reporting shall be discussed at the Kick-Off meeting. The Purchaser on mutual

agreement between both parties may change the periodicity and dissemination mechanism of such reports.

- 6.7.3. Periodic meetings shall be held between the representatives of the Purchaser and the Bidder once in every 7 days during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the meeting shall be held on an ongoing basis, once in every 30 days to discuss the performance of the contract.
- 6.7.4. The Bidder shall ensure that the respective solution teams involved in the execution of work are part of such meetings.
- 6.7.5. High level Steering Committee involving representatives of the Purchaser and senior officials of the Bidder (including the Technical Executive, Regional Head, Operational Head/Project Manager) shall be formed for the purpose of this contract. This committee shall meet at intervals, as decided by the Purchaser later, to oversee the progress of the project.
- 6.7.6. Setup deployed by the Bidder under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of Purchaser's representative in accordance with the Contract.
- 6.7.7. Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to Tender requirements/standards, the Purchaser's representative shall so notify the Bidder in writing.
- 6.7.8. The Bidder shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to Tender requirements.
- 6.7.9. In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, Bidder shall deploy extra manpower/ resources to make up the progress or to meet the Tender requirements. All time and cost effect in this respect shall be borne, by the Bidder within the contract value.

6.8. Knowledge of Site Conditions

- 6.8.1. The Bidder's undertaking of this Contract shall be deemed to mean that the Bidder possesses the knowledge of all Set up related requirements as stipulated in the Tender Document including but not limited to environmental, demographic, physical conditions and all criteria.
- 6.8.2. The Bidder shall be deemed to have understood the requirements and have satisfied himself with the data contained in the Bidding Documents, the quantities and nature of the works and materials necessary for the completion of the works, etc., and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if during delivery or installation, Bidder observes physical conditions and/or obstructions affecting the work, the Bidder shall take all measures to overcome them.
- 6.8.3. Bidder shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price for the works. The consideration provided in the Contract for the Bidder undertaking the works shall cover all the Bidder's obligation and all matters and things necessary for proper execution and maintenance of the works in accordance with the Contract and for complying with any instructions which the Purchaser's Representative may issue in accordance with the connection therewith and of

any proper and reasonable measures which the Bidder takes in the absence of specific instructions from the Purchaser's Representative.

6.9. Program of Work

- 6.9.1. Within 5 days after signing of Contract or prior to kick-off meeting whichever is earlier, the Bidder shall submit to the Purchaser for its approval a detailed program showing the sequence, procedure and method in which he proposes to carry out the works as stipulated in the Contract and shall, whenever reasonably required by the Purchaser's Representative furnish in writing the arrangements and methods proposed to be made for carrying out the works. The program so submitted by the Bidder shall conform to the duties and periods specified in the Contract. Approval by the Purchaser's Representative of a program shall not relieve the Bidder of any of his duties or responsibilities under the Contract.
- 6.9.2. If the Bidder's work plans necessitate a disruption/ shutdown in Purchaser's operation, the plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of the bidder to develop/adhere such a work plan shall be to his account.

6.10. Bidder's Organization

- 6.10.1. All manpower resources deployed by the Bidder for execution of this contract must strictly adhere to the attendance reporting procedures and make their services available for the entire implementation time.
- 6.10.2. In case of replacement of any manpower resource, the Bidder should ensure efficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand-holding period and training for the incoming resource in order to maintain the continued level of service.
- 6.10.3. The Bidder shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and provision of services for all costs/charges in connection thereof.

6.11. Adherence to safety procedures, rules regulations and restrictions

- 6.11.1. Bidder shall comply with the provision of all laws including labor laws, rules, regulations and notifications issued there under from time to time. All safety and labor laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder shall abide by these laws.
- 6.11.2. Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Purchaser's employee also shall comply with safety procedures/policy.
- 6.11.3. The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- 6.11.4. Bidder shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work.

6.12. Statutory Requirements

During the tenure of this Contract nothing shall be done by the Bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Purchaser indemnified in this regard.

7. Project In-Charge

The Bidder shall ensure that at all time during the currency of the Contract, a Project In-Charge acceptable to the Purchaser shall take charge of the Performance of the Contract.

8. Purchaser's Right of Monitoring, Inspection and Periodic Audit

- 8.1. The Purchaser or Purchaser's Technical Representative reserves the right to inspect and monitor/assess the progress/performance/maintenance of the infrastructure at the sites at any time during the course of the Contract, after providing due notice to the Bidder. The Purchaser may demand and upon such demand being made, the purchaser shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the project.
- 8.2. The Purchaser or Purchaser's Technical Representative shall also have the right to conduct, either itself or through another Bidder as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/ any other Bidder appointed by the Purchaser, all documents and other details as may be required by them for this purpose.

9. Purchaser's Obligations

- 9.1. The Purchaser's Representative shall interface with the Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Purchaser shall provide adequate cooperation in providing details, assisting with coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary.
- 9.2. Purchaser shall ensure that timely approval is provided to the Bidder, where deemed necessary, which should include technical architecture diagrams related to connectivity required to be provided as part of the Scope of Work.
- 9.3. The Purchaser shall approve all such documents as mentioned in RFP.
- 9.4. The Purchaser's Representative shall interface with the Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

10. Intellectual Property Rights

- 10.1. Purchaser shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, products, software, specifications, reports, diagrams and other documents which have been developed by the Bidder during the

performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract.

- 10.2. The Bidder shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Purchaser indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder during the course of performance of the Services.

11. Information Security

- 11.1. The Bidder shall not carry any written/printed document, layout diagrams, floppy diskettes, hard disk, storage tapes, other storage devices or any other goods/material proprietary to Purchaser into/ out of the PHQ office without written permission from the Purchaser.
- 11.2. The Bidder acknowledges that Purchaser's business data and other proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Purchaser; and the Bidder along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by the Bidder to protect its own proprietary information. The Bidder may come into possession of such proprietary information, even though the Bidder does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto employees with a need to such access to perform the services required by this agreement. The Bidder shall use such information only for the purpose of performing the said services.
- 11.3. The Bidder shall, upon termination of this agreement for any reason, or upon demand by Purchaser, whichever is earliest, return any and all information provided to the Bidder by Purchaser, including any copies or reproductions, both hardcopy and electronic.

12. Ownership and Retention of Documents

- 12.1. The Purchaser shall own the Documents, prepared by or for the Bidder arising out of or in connection with this Contract.
- 12.2. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

13. Ownership of Equipment

- 13.1. The Purchaser shall own the infrastructure, supplied by the Bidder arising out of or in connection with this Contract.
- 13.2. All the Licensees should be in the name of PHQ.

- 13.3. Licenses should be perpetual in nature provided to the Tendering Authority with perpetual rights to use the software.
- 13.4. Note: All the equipment (Hardware, Software etc.) should be OEM certified.

14. Indemnity

- 14.1. The Bidder will indemnify the Purchaser from and against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/hardware/manpower etc. and related services or any part thereof. Purchaser/User department stand indemnified from any claims that the hired manpower / Bidder's manpower may opt to have towards the discharge of their duties in the fulfillment of the purchase orders. Purchaser/User department also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower / Bidder's manpower while discharging their duty towards fulfillment of the purchase orders.
- 14.2. The Bidder shall execute and furnish to the Purchaser, a Deed of Indemnity in favor of the Purchaser in a form and manner acceptable to the Purchaser, indemnifying the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
 - 14.2.1. Any negligence or wrongful act or omission by the Bidder or the Bidder's Team or any third party in connection with or incidental to this Contract; or
 - 14.2.2. Any breach of any of the terms of the Bidder's Bid as agreed, the Tender and this Contract by the Bidder, the Bidder's Team or any third party.
- 14.3. The indemnity shall be to the extent of 100% of order value in favor of the Purchaser.

15. Confidentiality

- 15.1. The Bidder shall not use Confidential Information, the name or the logo of the Purchaser except for the purposes of providing the Service as specified under this contract.
- 15.2. The Bidder shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services, Contract or the hardware architecture or network architecture, Purchaser's business or operations without the prior written consent of the Purchaser.
- 15.3. The Bidder shall sign a Non-Disclosure Agreement (NDA) with the Purchaser. The Bidder and its antecedents shall be bound by the NDA. The Bidder will be held responsible for any breach of the NDA by its antecedents or delegates.

16. Taxes

- 16.1. Income tax shall be deducted at source by Purchaser from all the payments made to Bidder according to the Income Tax Act, unless valid and complete documents for IT exemption are submitted by the Bidder prior to release of payment. A certificate shall be provided by Purchaser to the Bidder for any tax deducted at source
- 16.2. The Bidder shall bear all taxes and duties etc. levied or imposed on the Bidder under the Contract including but not limited to GST and all Income Tax levied under Indian Income Tax Act –1961 or any amendment thereof during the entire contract period, i.e., on account of material supplied and services rendered and payments received by him from the Purchaser under the Contract. The amount of tax withheld by the Purchaser shall at all

times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Bidder original certificates for tax deduction at source and paid to the Tax Authorities.

- 16.3. If there is any reduction in taxes / duties/levies due to any reason whatsoever, after Notification of Award, the difference shall be passed on to the Purchaser. In case of increase in taxation, Purchaser shall pay the tax as applicable.
- 16.4. The Bidder agrees that he and his Team shall comply with the Indian Income Tax act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.
- 16.5. The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

17. Warranty

- 17.1. A comprehensive on-site warranty support on all goods supplied under this contract shall be provided by the respective Original Equipment Manufacturer (OEM) through Bidder's engineers till the end of the Contract.
- 17.2. Technical Support for software shall be provided by the respective OEM for till the end of the contract period. The Technical Support should include all updates and patches to the respective Software for the above stated period.
- 17.3. The Bidder warrants that the goods supplied under the Contract are new, non-refurbished, unused and recently manufactured; shall not be nearing End of sale / End of support at least for next 7 Years from the date of submission of bids; and shall be supported by the Bidder and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract.
- 17.4. In case of issues with provided equipment's related to this project, the Bidder shall, with all reasonable speed, repair or replace with new, the defective Goods or parts thereof, without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract.

18. Stipulated Time Schedule

The bidder has to follow the given timelines on award of the contract. The key milestone dates ("critical dates") and attached penalty clauses are mentioned in the below table.

Delivery Time Schedule		
Sl.No	Activity	Timelines for the completion of activity
1	Delivery of Internet Services / components as per BoQ	4 Weeks from the date of issue of workorder

Implementation Time Schedule		
Sl.No	Activity	Time linesfor thecompletion of activity
1	Installation and Commissioning of Internet Services as per the BoQ	4 Weeks from the date of Delivery

19. Term and Extension of the Contract

The term of this Contract shall be initially for a period of One Year from the date of the signing of contract.

20. Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout for the period of bid validity.

21. Change Orders/Alteration/Variation

Regarding change order, a Change Management Board comprising of representative from bidder and purchaser shall be formed and details thereof shall be mutually finalized and will be the part of contract.

22. Transit Risks

Any damage during transit due to whatsoever reason, cost shall be borne by the successful bidder.

23. Suspension of Work

The Bidder shall, if ordered in writing by the Purchaser's Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Bidder shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Bidder, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder.

24. Completion of Contract

Unless terminated earlier, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in as mentioned in RFP are fulfilled to the satisfaction of the Purchaser

25. Payment Schedule

25.1. Payments will be released only on satisfactory acceptance of the deliverables for each Task as per the following schedule:

- III. Quarterly Bill of bandwidth services for both CAPEX and OPEX would be processed against the services provided by bidder as per the Terms and Conditions of Tender / Service Level Agreement (SLA)
 - I. The Commissioning of individual circuit would form the basis for initiating the billing cycle of that particular circuit. However, 1st day of successive month shall be considered as the date for commencement of the commercial billing cycle and payment of fees by PHQ in terms of this agreement for a particular link.
 - II. Quarterly billing cycle will start after commissioning of a circuit and tested. Acceptance report given by PHQ as date of commissioning of said circuit.
- IV. For any circuit which is commissioned and made operational during a Quarterly billing cycle, pro-rata payments will be made for the commissioning after getting duly acceptance report by TPA or any other agency appointed by PHQ.
- V. SI/ISP would monitor the availability of link and submit duly verified report to PHQ.
- VI. In case of increase in bandwidth requirement with respect to the operational requirements of PHQ, the same would be taken as per rates quoted in this bid and total agreement value would automatically get revised accordingly.
- VII. For point VI L1 bidders has to submit offline tariff rates to PHQ of Bandwidth 10 , 20 , 30 50100.....500 Mbps & 1 G for the price discovery . any downgrade of rates in contract period same should be forward to PHQ.
- VIII. The Managed Service Provider's request for the payment shall be made at the end of each year by invoices along with following supporting documents mentioned below;
 - a. Performances statistics
 - b. Log of network parameters along with Service Down time calculation and uptime percentage
 - c. Any other documents necessary in support of the services performances as well as rates acceptable to PHQ
- IX. On the receipt of such invoices after verification by the PHQ and after deducting Tax, other taxes and any penalties, PHQ shall pay the amount.
- X. The currency of payment shall be Indian Rupees.

Note:

- All Payments shall be made in Indian Rupees Only
- Payments should be subject to deductions of any amount for which the Bidder is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.

26. Event of Default by the Bidder

- 26.1. The failure on the part of the Bidder to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the Bidder. The events of default as mentioned above may include inter-alia the following:
- 26.1.1. The Bidder has failed to perform any instructions or directives issued by the Purchaser which it deems proper and necessary to execute the scope of work under the Contract, or
- 26.1.2. The Bidder has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures/ Contract, or if the Bidder has fallen short of matching such standards/targets as the Purchaser may have designated with respect to any task necessary for the execution of the scope of work under this Contract. The above-mentioned failure on the part of the Bidder may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by the Purchaser;
- 26.1.3. The Bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the Purchaser, despite being served with a default notice which laid down the specific deviance on the part of the Bidder to comply with any stipulations or standards as laid down by the Purchaser; or
- 26.1.4. The Bidder's Team has failed to conform with any of the Service/ Facility Specifications/standards as set out in the scope of work of this Tender document or has failed to adhere to any amended direction, modification or clarification as issued by the Purchaser during the term of this Contract and which the Purchaser deems proper and necessary for the execution of the scope of work under this Contract
- 26.1.5. The Bidder has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender and this Contract
- 26.1.6. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Bidder.
- 26.1.7. The Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.
- 26.2. Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the Bidder, setting out specific defaults/ deviances/ omissions and providing a notice of Thirty (30) days to enable such defaulting party to remedy the default committed.
- 26.3. Where despite the issuance of a default notice to the Bidder by the Purchaser the Bidder fails to remedy the default to the satisfaction of the Bidder, the Purchaser may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Purchaser.

27. Consequences of Event of Default

- 27.1. Where an Event of Default subsists or remains uncured the Purchaser may/shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of Services and the project which the Bidder shall be obliged to comply with which may include re-determination of the consideration payable to the Bidder as agreed mutually by the Purchaser and the Bidder or through a third party acceptable to both the parties. The Bidder shall in addition take all available steps to minimize loss resulting from such event of default.
- 27.2. The Purchaser may, by a written notice of suspension to the Bidder, suspend all payments to the Bidder under the Contract, provided that such notice of suspension:
- 27.2.1. shall specify the nature of the failure; and

- 27.2.2. shall request the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder
- 27.3. Terminate the Contract in Part of Full
- 27.3.1. Retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the Purchaser as a result of such event of default and the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall affect the continued obligation of the Bidder and Bidder's Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.
- 27.3.2. Invoke the Performance Bank Guarantee and other Guarantees furnished here under, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the Bidder as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law and blacklist

28. Termination

- 28.1. The Purchaser may, terminate this Contract in whole or in part by giving the Bidder a prior and written notice in thirty (30) days advance indicating its intention to terminate the Contract under the following circumstances:
- 28.1.1. Where the Purchaser is of the opinion that there has been such Event of Default on the part of the Bidder which would make it proper and necessary to terminate this Contract and may include failure on the part of the Bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract.
- 28.1.2. Where it comes to the Purchaser's attention that the Bidder (or the Bidder's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder's Bid, the Tender or this Contract
- 28.1.3. Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder/service provider, and to ensure business continuity
- 28.2. Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 28.3. Termination for Convenience: The Purchaser, may, by prior written notice sent to the Bidder at least 3 months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. In such case, the bidder shall be entitled of payments for goods and services delivered upto to point of termination only.

- 28.4. The Bidder may, subject to approval by the Purchaser, terminate this Contract before the expiry of the term by giving the Purchaser a prior and written notice at least 3 months in advance indicating its intention to terminate the Contract.

29. Consequences of Termination

- 29.1. In the event of termination of this contract due to any cause whatsoever, the Bidder shall be blacklisted and the engagement will stand cancelled effective from the date of termination of this contract.
- 29.2. In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated Term of the Contract or otherwise] the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as maybe necessary to ensure an efficient transition and effective business continuity of the project which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Purchaser and/or the successor Bidder/service provider, as may be required, to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of this Contract.
- 29.3. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Purchaser through re-determination of the consideration payable to the Bidder as agreed mutually by the Purchaser and the Bidder or through a third party acceptable to both the parties may pay the Bidder for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Bidder up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the scope of work under this Contract, the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, the subcontractor / other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the Bidder as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the Purchaser and as may be proper and necessary to execute the scope of work under the Contract in terms of the Bidder's Bid, the Tender and this Contract.
- 29.4. Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law.
- 29.5. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

30. Penalty

Ongoing performance and service levels shall be as per parameters stipulated by the Purchaser in this contract, failing which the Purchaser may, at its discretion, impose Penalties on the Bidder as defined in Section III – General Contract Conditions and Service Level Agreement of the Tender document.

31. Liquidated Damages

- 31.1. If the Bidder fails to complete the entire works before the scheduled completion date or the extended date or if Bidder repudiates the Contract before completion of the Work, the Purchaser may without prejudice to any other right or remedy available to the Purchaser as under the Contract.
- 31.2. Terminate the contract or a portion or part of the work thereof. The purchaser shall give 30 days' notice to the Bidder of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days' notice period, the Bidder initiates remedial action acceptable to the Purchaser.
- 31.3. The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the Purchaser's right to claim such amount against Bidder's Bank Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.
- 31.4. Delay not attributable to the Bidder will be considered for exclusion for the purpose of computing liquidated damages.

32. Dispute Resolution

- 32.1. The Purchaser and the Bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.
- 32.2. If, after Thirty (30) days from the commencement of such direct informal negotiations, the Purchaser and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in as mentioned in RFP.
- 32.3. That in case of any dispute arising between the parties with reference to the contract, interpretation of the terms or any claim whatsoever, Director General of Police, Sikkim or any person appointed by him shall try to resolve the dispute.
- 32.4. In case the dispute still remains unresolved, both parties shall be at liberty to refer the matter for resolution under the provisions of The Arbitration and Conciliation Act 1996 and its latest enactments/amendments. T
- 32.5. The Arbitration proceedings shall be held in Gangtok, India.
- 32.6. The Arbitration proceeding shall be governed by the substantive laws of India.
- 32.7. The proceedings of Arbitration shall be in English language.

33. Insurance

- 33.1. The Goods supplied under this Contract shall be fully insured by the Bidder, against any loss or damage, till the Acceptance of the System. The Bidder shall submit to the Purchaser, documentary evidence issued by the insurance company, indicating that such insurance has been taken.
- 33.2. The Bidder shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods during their shipment from respective manufacturing/shipment site of the OEM to the port of landing.
- 33.3. All charges like transportation charges, octroi, etc. that may be applicable till the goods are delivered at the respective site of installation shall also be borne by the Tenderer.

- 33.4. At the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 33.5. Employer's liability and workers' compensation insurance in respect of the Personnel of the Bidder/ Bidder's Team, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- 33.6. Insurance against loss of or damage to (i) equipment or assets procured or developed in whole or in part for fulfillment of obligations under this Contract (ii) the Bidder's assets and property used in the performance of the Services, and (iii) any documents prepared by the Bidder in the performance of the Services.

34. Limitation of the Bidder's Liability towards the Purchaser

- 34.1. Except in case of gross negligence or willful misconduct on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in carrying out the Services, the Bidder, with respect to damage caused by the Bidder to Purchaser's property, shall not be liable to purchaser.
 - 34.1.1. For any indirect or consequential loss or damage; and
 - 34.1.2. For any direct loss or damage that exceeds (A) the total payments payable under his contract to the Bidder hereunder, or (B) the proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (A) or (B) is higher.
- 34.2. This limitation of liability shall not affect the Bidder liability, if any, for damage to Third Parties caused by the Bidder or any person or firm/company acting on behalf of the Bidder in carrying out the Services.

35. Severance

In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

36. Governing Language

The Agreement shall be written in English language. Such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

37. Publicity

The Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Bidder its written consent.

38. Force Majeure

- 38.1. 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.

- 38.2. 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 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 above-mentioned 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.
- 38.3. 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.

39. General

39.1. No Assignment

The Bidder shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Purchaser.

39.2. Entire Contract

The terms and conditions laid down in the Tender and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter including RFP, Prebid Clarifications, Prior Communications and Lol.

39.3. Governing Law

This Contract shall be governed in accordance with the laws of India.

39.4. Jurisdiction of Courts

The High court of Sikkim have exclusive jurisdiction to determine any proceeding in relation to this Contract.

39.5. Compliance with Laws

The Bidder shall comply with the laws in force in India in the course of performing this Contract.

39.6. Notices

A "notice" means:

POLICE HEADQUARTER (PHQ), SIKKIM

39.6.1. A notice; or

39.6.2. A consent, approval or other communication required to be in writing under this Contract.

All notices, requests or consents provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To Purchaser at:

CRIME INVESTIGATION DEPARTMENT (C.I.D), POLICE HEADQUARTER, GANGTOK, SIKKIM
Email ID: (Police Headquarter's email id)

To Bidder at:

Attn:

[Phone:]

[Fax:]

Any Party may change the address to which notices are to be directed to it by notice to the other parties in the manner specified above.

A notice served on a Representative is taken to be notice to that Representative's Party.

39.7. Waiver

39.7.1. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

39.7.2. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

39.7.3. The failure of either Party to enforce at any time any of the provisions of this contract shall not be interpreted as a waiver of such provision.

39.8. Modification

Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.

39.9. Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

40. Exit Management Plan

40.1. An Exit Management plan shall be furnished by Bidder in writing to the Purchaser within 60 days from the date of signing the Contract, which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, and Service Level monitoring.

- 40.2. A detailed program of the transfer process that could be used in conjunction with a Replacement Service Provider including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- 40.2.1. Plans for provision of contingent support to Project and Replacement Service Provider for a reasonable period after transfer.
- 40.2.2. Exit Management plan in case of normal termination of Contract period
- 40.2.3. Exit Management plan in case of any eventuality due to which Project is terminated before the contract period.
- 40.2.4. Exit Management plan in case of termination of the Bidder
- 40.2.5. Exit Management plan at the minimum adhere to the following:
- 40.2.5.1. Three (3) months of the support to Replacement Service Provider post termination of the Contract
- 40.2.5.2. Complete handover of the Planning documents, bill of materials, functional requirements specification, technical specifications of all equipment, change requests if any, sources codes, reports, documents and other relevant items to the Replacement Service Provider/ Purchaser
- 40.2.5.3. Certificate of Acceptance from authorized representative of Replacement Service Provider issued to the Bidder on successful completion of handover and knowledge transfer.
- 40.2.6. In the event of termination or expiry of the contract, Project Implementation or Service Level monitoring, both Bidder and Purchaser shall comply with the Exit Management Plan.
- 40.2.7. During the exit management period, the Bidder shall use its best efforts to deliver the services.

41. IT Act 2008

Besides the terms and conditions stated in this document, the contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2008 (Amendment) Act 2008 herein after referred to as ITAA 2008.

41.1. Service Level Objectives

The Managed Service Provider shall meet service level objectives and corresponding parameters as shared below.

Service level objectives and parameters are categorized according to:

Manageability - Serviceability parameters (Service Turn around time)

Capability & Capacity - Deployment Time

If the services are very poor (word “poor” indicates that the SLA parameters are not met in any given quarter), the successful bidder will be advised to improve the quality of services and in case he does not improve it within the next quarter, his services will stand terminated.

42. Service Level Agreement & Targets

A Service Level Agreement has to be signed between DIG,CID, PHQ, Managed Service Provider/Internet Service Provider wherein the penalty clause as given below shall be applicable, if the up time is less than SLA (99.5 %), a reduced SLA (90%) for Mangan District & all North side will be measured on quarterly basis for each location wise.

Sl. No	Downtime	Penalty for not meeting SLA uptime for each site wise
1	2 hrs.to 10 hrs. of downtime cumulative per quarter with respect to specific circuit	5% of the quarter charge as penalty with respect to specific circuit
2	10 hrs. to 24 hrs. of downtime cumulative per quarter with respect to specific circuit	10% of the quarter charge as penalty with respect to specific circuit
3	More than 24 hrs. of downtime cumulative per quarter with respect to specific circuit	15 % of the quarter charges as a penalty and review for further continuation of contract or if there is more than Three Consecutive penalties then PHQ reserve right to terminate the contract.

- I. **Providing link bandwidth means:** Provisioning, commissioning and ensuring availability of link with dedicated synchronous/ symmetric bandwidth in non-interrupted way at committed Information rate.
- II. **Committed Information Rate (CIR):** This means guaranteed link bandwidth (on 1:1 basis) for all locations of four ICJS pillars of Sikkim as demanded by PHQ.
- III. **Round the clock link availability:** Link Availability is defined as end-to-end connectivity at Committed Information Rate and accessibility on all locations of four ICJS pillars of Sikkim. The Bidder or its service provider has to ensure 24 x 7 availability of between all four pillars of ICJS locations of Sikkim. This Inter alia includes:
 - a. Last mile connectivity from Bidder's last mile connectivity from nearest exchange of the Bidder or its service provider in the field to respective Government Office as mentioned above.
 - b. Round the clock fault monitoring.
 - c. Timely restoration and resolution of faults or incidents
- IV. Committed Information Rate, as per the Purchase Order issued by PHQ for connecting all locations of four ICJS pillars of Sikkim will be maintained throughout the contract period on 24 x 7 basis (i.e., 24 hours and 7 days a week). Any degradation in CIR will be attributable to link outage and will be governed.
- V. **Link Management:** Intranet facility at Committed Information Rate has to be made available on 24 x 7 basis. The service window for Intranet Link Availability shall be as per the Service Window defined in table below:

Duration	Week Days	Timing Details
All locations of four ICJS pillars of Sikkim	24x7	
Peak Business Hours (PBH)	Monday to Saturday	0900 Hrs to 2000 Hrs
Extended Service Hours (ESH)	Monday to Saturday	0000 Hrs to 0900 Hrs & 2000 Hrs to 2359 Hrs
	Sunday	0000 Hrs to 2359 Hrs

42.1. SLA Exclusion Time

- i. Scheduled Preventive Maintenance activity of the network equipment at respective locations are not attributed to Managed Service Provider/ISP.
- ii. Any scheduled and approved preventive maintenance activity of Bandwidth equipment at respective locations is not accountable for calculations of penalties.
- iii. Any downtime related to bandwidth service provide because of various reasons, is not accountable for calculation of penalties.
- iv. Link down due to power failure.
- v. Schedule maintenance by the service provider with prior intimation

In case there is any delay in implementation of the equipment's due to PHQ issue like Space, Power Supply or permission for installation, the Managed Service Provider shall inform in writing to PHQ regarding the deficiencies.

Managed Service Provider shall take permission and communicate in 1 week in advance for any schedule preventive maintenance.

43. Issue Management Procedures

43.1. General

- 43.1.1. Issue Management process provides for an appropriate management structure towards orderly consideration and resolution of business and operational issues in the event of a quick consensus not reached between PHQ and Bidder.
- 43.1.2. Implementing such a process at the commencement of services shall significantly improve the probability of successful issue resolution. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at operational levels.

43.2. Issue Management Procedures

- 43.2.1. Either PHQ or Bidder may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- 43.2.2. The PHQ and the Bidder will determine which committee or executive level should logically be involved in resolution. A chain of management escalation is defined in the document.
- 43.2.3. A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- 43.2.4. The PHQ and the Bidder shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The Bidder will then communicate the resolution to all interested parties.
- 43.2.5. In case the issue is still unresolved, the arbitration procedures described in the Contract will be applicable.

43.3. SLA Change Control

General

43.3.1. It is acknowledged that this SLA may change as PHQ's business needs evolve over the course of the contract period. This document also defines the following management procedures:

- A process for negotiating changes to the SLA.
- An issue management process for documenting and resolving difficult issues.
- PHQ and Bidder management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.

43.3.2. Any changes to the levels of service provided during the term of this Agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this SLA and, subsequently, the Contract.

43.3.3. If there is any confusion or conflict between this document and the Contract, the Tender and its addenda, the Contract will supersede.

SLA Change Process

The parties may amend this SLA by mutual agreement in accordance with terms of this contract. Changes can be proposed by either party. The Bidder can initiate an SLA review with the PHQ. Normally, the forum for negotiating SLA changes will be PHQ's quarterly meetings. Unresolved issues will be addressed using the issue management process. The Bidder shall maintain and distribute current copies of the SLA document as directed by PHQ. Additional copies of the current SLA will be made available at all times to authorized parties.

Version Control

All negotiated SLA changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g., every quarter) or for release when a critical threshold of change has occurred.

43.4. Responsibilities of the Parties

Bidder

43.4.1. Bidder is responsible for executing this contract and delivering the services, while maintaining the specified performance targets.

43.4.2. Additionally, the Bidder is responsible for:

- Reporting problems to PHQ as soon as possible
- Providing early warning of any organizational, functional or technical changes that might affect Bidder's ability to deliver the services.
- Assisting PHQ to address and resolve issues from time to time.

43.4.3. Bidder shall take immediate action to identify problems and follow up with appropriate action to fix them as quickly as possible

PHQ

PHQ is responsible for:

- Reporting defects and problems to the Bidder as soon as possible
- Providing early warning of any organizational, functional or technical changes that might affect Bidder's ability to deliver the services
- Assisting Bidder to address and resolve issues from time to time

43.5. Penalties

43.5.1. The total quarterly deduction should not exceed 5% to 15% of the total order value.

43.5.2. Two consecutive quarterly deductions of more than 15% of the total order value on account of any reasons will be deemed to be an event of default and termination General Conditions of the Contract and the consequences shall follow.

43.6. Management Escalation Procedures & Contact Map

The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure would mean that PHQ and Bidder management are communicating at the appropriate levels.

43.7. Escalation Procedure

Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

- Either PHQ or Bidder can initiate the procedure
- The "moving party" should promptly notify the other party that management escalation will be initiated
- Management escalation will be defined as shown in the contact map below
- Escalation will be one level at a time and concurrently

General Forms

Form 1: Covering Letter

(To be submitted on the Bidder letterhead)

Proposal Reference No: <<Insert Date and location>>

To,

The Deputy Inspector General of Police, CID,
Sikkim Police Headquarters
Gangtok, Sikkim

Sub: Submission of proposal in response to RFP for “Selection of Managed Service Provider for Internet Service Provider for all locations of four ICJS pillars of Sikkim

Sir,

1. Having examined the RFP, we, the undersigned, hereby submit our proposal in response to your RFP notification for above project proposal; in full conformity with the said RFP document.
2. We agree to abide by this Proposal, consisting of this letter, the Qualification Criteria forms and the Technical Proposal form, the duly notarized Board Resolution/ Power of Attorney, and all attachments, for a period of 180 days from the date fixed for submission of Proposals as stipulated in the RFP modification resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. If we are entrusted this project, we undertake to provide Performance Bank Guarantee in the form and amount prescribed.
4. We hereby declare that all the information and statements in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
5. If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the RFP, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.
6. We understand you are not bound to accept any proposal you receive

Dated this (date / month / year)

Authorized Signature [in full and initials]

Name of Authorized Signatory

Designation of Authorized Signatory

Name of Bidder

Address

Form 2: General Information

Sr. No.	Particulars	Details to be Furnished
1.	Details of responding Bidder	
a)	Name	
b)	Address	
c)	Telephone No.	
d)	Fax No.	
e)	Website	
2.	Details of Contact Person	
a)	Name	
b)	Designation	
c)	Address	
d)	Telephone No.	
e)	Mobile No.	
f)	Fax No.	
g)	Email	
3.	Details of Authorized Signatory (please attach proof)	
a)	Name	
b)	Designation	
c)	Address	
d)	Telephone No.	
e)	Mobile No.	
f)	Fax No.	
g)	Email	
4.	Information about responding Bidder	
a)	Status of Bidder (Public Ltd. / Pvt. Ltd etc.)	
b)	No. of years of operation in India	
c)	Details of Registration (Ref e.g. ROC Ref #)	
d)	No. of Resources/ Staff in India	
e)	Locations and addresses of offices (in India and overseas)	

Form 3: Proforma of Compliance letter/Authenticity of Information Provided

(Shall be submitted as scanned copy on Bidder's letterhead duly signed by Authorized signatory)

Date:

To,

The Deputy Inspector General of Police, CID,
Sikkim Police Headquarters
Gangtok, Sikkim

Sub: Compliance with the tender terms and conditions, requirements and Eligibility Criteria

Ref: "Selection of Managed Service Provider for Internet Service Provider for all locations of four ICJS pillars of Sikkim

Dear Sir,

1. With reference to above referred tender, I, undersigned <<Name of Signatory>>, in the capacity of <<Designation of Signatory>>, is authorized to give the undertaking on behalf of <<Name of the bidder>>.
2. We wish to inform you that we have read and understood the technical specification and total requirement of the above-mentioned bid submitted by us on DD.MM.YYYY.
3. We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliant with specifications mentioned in the bid document.
4. We also explicitly understand that all quoted items meet technical specification of the bid & that such technical specification overrides the brochures/standard literature if the same contradicts or is absent in brochures.
5. In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of PHQ Tender Committee for disqualification will be accepted by us.
6. The Information provided in our submitted bid is correct. In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our PBG/cancel the award of contract. In this event, PHQ reserves the right to take legal action on us.

Thanking you,

Dated this _____ day of _____ YYYY

Signature: _____

(In the Capacity of): _____

Duly authorized to sign bid for and on behalf of

Note: This form should be signed by authorized signatory of bidder

Form 4: Bid Processing Fees

Bid Fees

Sr. No.	Item	Amount (In Rs.)	Name of the Bank & Branch	Demand Draft/Bankers Cheque/Bank Guarantee/FDR Details
1	Bid Fees			

Form 5: Format of Performance Bank Guarantee

Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No

Date:

To

The Deputy Inspector General of Police, CID,
Sikkim Police Headquarters
Gangtok, Sikkim

Dear Sir,

WHEREAS..... (Name of Bidder) hereinafter called “the Bidder” has undertaken, in pursuance of Contract dated, 2025 (hereinafter referred to as “the Contract”) to implement for PHQ.

AND WHEREAS it has been stipulated in the said Contract that the Bidder shall furnish a Bank Guarantee (“the Guarantee”) from a scheduled bank or the sum specified therein as security for the Installation, Operation and Maintenance of alternate connectivity Setup.

WHEREAS we _____ (“the Bank”, which expression shall be deemed to include its successors and permitted assigns) have agreed to give PHQ the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the BIDDER to PHQ under the terms of their Agreement dated _____ on account of full or partial non-implementation and/or delayed and/or defective supply of equipment's to shared Locations. Provided, however, that the maximum liability of the Bank towards PHQ under this Guarantee shall not, under any circumstances, exceed _____ in aggregate.

2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from PHQ stating full or partial non-implementation and/or delayed and/or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to PHQ any and all sums demanded by PHQ under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from PHQ to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

POLICE HEADQUARTER (PHQ), SIKKIM

Attention Mr. _____

3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of contract plus three additional months from the date of its execution.

4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged or otherwise affected by:

- i) any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
- ii) any breach or non-compliance by the Operator with any of the terms and conditions of any Agreements/credit arrangement, present or future, between Operator and the Bank.

5. The Bank also agrees that PHQ at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against BIDDER and not withstanding any security or other guarantee that PHQ may have in relation to the BIDDER's liabilities.

6. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of PHQ or any other indulgence shown by PHQ or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

7. This Guarantee shall be governed by the laws of India and only the courts of State Capital shall have exclusive jurisdiction in the adjudication of any dispute, which may arise hereunder.

Dated this theDay of2025.

Witness

(Signature)

(Signature)

(Name)

Bank Rubber Stamp

(Name)

(Official Address)

Designation with Bank

Stamp Plus Attorney as per

Power of Attorney No

Dated:

Form 6: Format of Bid Security Declaration

Date:

Tender No.:

To:[insert complete name of Purchaser]

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time for Five Years starting on the date that we receive a notification from Purchaser, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) do not accept the correction the errors in accordance with the instruction to bidders; or
- (c) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security in accordance to tender terms and conditions or (iii) fail or refuse to furnish a domestic performance security, if required.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]

Name: [insert complete name of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

Corporate Seal (where appropriate)

ANNEXURE 1: Locations

S. No.	Office Name	District	Latitude	Longitude
1	Police Headquarters	Gangtok	27.330461	88.612146
2	Forensic Science Laboratory	Gangtok	27.286197	88.594468
3	Central Jail, Rongyek	Gangtok	27.343718	88.642530
4	District Jail, Namchi	Namchi	27.159975	88.371135
5	Prosecution - Gangtok	Gangtok	27.345754	88.605376
6	Prosecution - Pakyong	Pakyong	27.243477	88.597185
7	Prosecution - Mangan	Mangan	27.490935	88.532991
8	Prosecution - Gyalshing	Gyalshing	27.293109	88.251708
9	Prosecution - Soreng	Soreng	27.173015	88.200345
10	Prosecution - Namchi	Namchi	27.163622	88.357982
11	CCTNS Cell	Gangtok	27.330461	88.612146
12	SP Gangtok	Gangtok	27.345301	88.605961
13	SP Pakyong	Pakyong	27.245644	88.611803
14	SP Mangan	Mangan	27.491613	88.532350
15	SP Namchi	Namchi	27.164047	88.357791
16	SP Gyalshing	Gyalshing	27.300571	88.252366
17	SP Soreng	Soreng	27.168837	88.203045
18	SDPO Gangtok	Gangtok	27.345301	88.605961
19	SDPO Pakyong	Pakyong	27.245644	88.611803
20	SDPO Rongli	Pakyong	27.204710	88.692801
21	SDPO Rangpo	Pakyong	27.181716	88.512062
22	SDPO Mangan	Mangan	27.491613	88.532350
23	SDPO Chungthang	Mangan	27.603508	88.647638
24	SDPO Namchi	Namchi	27.164047	88.357791
25	SDPO Jorethang	Namchi	27.131608	88.284028
26	SDPO Ravangla	Namchi	27.295173	88.358829
27	SDPO Gyalshing	Gyalshing	27.300571	88.252366
28	SDPO Dentam	Gyalshing	27.257066	88.140992
29	SDPO Soreng	Soreng	27.168837	88.203045
30	CID PS	Gangtok	27.330444	88.612155
31	Sadar PS	Gangtok	27.333990	88.614847
32	Kupup PS	Gangtok	27.342051	88.841815
33	Sherathang PS	Gangtok	27.379720	88.814720
34	Ranipool PS	Gangtok	27.293875	88.591069
35	Singtam PS	Gangtok	27.231377	88.496932
36	AHTU PS	Gangtok	27.335038	88.614332

37	Anti Narcotics & Drugs PS	Gangtok	27.330444	88.612155
38	Cyber Cell	Gangtok	27.330073	88.612003
39	Vigilance PS	Gangtok	27.325058	88.613410
40	Rangpo PS	Pakyong	27.173829	88.531183
41	Rongli PS	Pakyong	27.204016	88.699183
42	Rhenock PS	Pakyong	27.174925	88.645460
43	Pakyong PS	Pakyong	27.243060	88.597220
44	Lachen PS	Mangan	27.727004	88.551958
45	Lachung PS	Mangan	27.704038	88.748648
46	Chungthang PS	Mangan	27.601940	88.646390
47	Mangan PS	Mangan	27.502564	88.536018
48	Phodong PS	Mangan	27.409872	88.571582
49	Nayabazar PS	Soreng	27.131402	88.275538
50	Sombaria PS	Soreng	27.137638	88.147843
51	Soreng PS	Soreng	27.170073	88.197782
52	Kaluk PS	Soreng	27.233345	88.255742
53	Gyalshing PS	Gyalshing	27.288758	88.257904
54	Uttarey PS	Gyalshing	27.270394	88.090260
55	Dentam PS	Gyalshing	27.259218	88.140708
56	Namchi PS	Namchi	27.164433	88.359078
57	Temi PS	Namchi	27.241070	88.423899
58	Melli PS	Namchi	27.090965	88.457618
59	Jorethang PS	Namchi	27.131608	88.284028
60	Ravangla PS	Namchi	27.304562	88.365539
61	Yangang PS	Namchi	27.292235	88.417831

ANNEXURE 2 : Bill of Quantity (BOQ)

Annexure 2				
Bill of Quantity(BOQ)				
To be filled by the Bidder/consortium of Bidders.				
SL No	Item Description	Quantity	Unit Price	Total Price
1				
2				
3				
4				
5				
6				
7				
8				
9				
	Total (A)			
	Additional Costs:			
	Item Description	Quantity	Unit Price	Total Price
1				
2				
3				
	Total(B)			
	TOTAL (A+B)			

Annexure- 3 Eligibility Criteria Forms

Sr. No.	Clause	Documents Required	Uploaded or Not?
1.	<p>The bidder must be a company registered in India under Indian Companies Act 1956/ Indian Companies Act 2013</p> <p>OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932.</p> <p>OR</p> <p>A Limited Liability Partnership (LLP) firm registered under Limited Liability Partnership Act 2008.</p> <p>OR</p> <p>A Consortium registered as a legal entity.</p> <p>OR</p> <p>A Govt. of India Undertaking.</p>	Any of the documents as specified	
2.	EMD of Rs. 2 lakh	Photo copy of Demand Draft of EMD of any nationalized bank favoring DIG-CID, Sikkim Police HQ.	
3.	Tender document fee of Rs 2000	Photo copy of Demand Draft of Rs. 2,000/- in favor of DDO, CID, PHQ, Gangtok payable to Managing Director, SBS	
4.	GST Clearance till last 3 financial year	Valid documentary proof of GST, Income Tax Return for last 3 financial years.	
5.	The annual turnover of the Bidder during the last 3 financial years (i.e., 2022-23, 2023-24 and 2024-25) shall not be less than Rs 10 Cr. from IT/ITES/Telcom Services and the bidder should have positive net worth as on date.	<p>This should be evidenced by the audited accounts of the company as filed before the Registrar of Companies.</p> <p>The Bidder must submit Turnover certificate from the statutory auditor of the company clearly mentioning that average turnover of bidder during last three financial year</p>	

		is not less than Rs 10 Cr.	
6.	The Bidder and its directors should not have been blacklisted by the Government of India or any state government or any of its agencies for any reasons whatsoever and the bidder should not have been blacklisted by Central / any other State/UT Government/PSUs or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices as on the date of Publication of this RFP.	Undertaking from the Authorized Signatory as per the format in Section	
7.	The bidder shall be the single point of Contact for PHQ for Design, Supply, Install, Connect, Configure, Implement, Design, Construct to Go Live all the networking Infrastructure per the scope defined in this RFP and shall be solely responsible for all warranties and upgrades etc, without any extra cost.	Self-certification duly signed by authorized signatory on company letter head.	

Annexure- 4 Technical Eligibility Criteria Forms

Sr. No.	Clause	Documents Required
1	The Bidder or its service provider (in case of System SI) must be an Integrated Telecom Player providing telecom services (VSAT/ Fiber/ Copper/ RF/ 2G/3G/4G last mile of its own) and Should have UASL /UL.	Copy of Valid DOT Licenses
2	The Bidder or its service provider should have its own backbone network on Fiber and valid Unified license to operate the network (valid/renewed up to the contract period.	A copy of valid unified license from DOT to be submitted & Certificate for the same
3	The Bidder or its service provider should have its own (not leased) at least 4 X STM-64 capacity on MPLS Core. The Core should be on DWDM technology.	Self-certificate to be provided
4	The Bidder or its service provider must have its own fiber Backbone across the length and breadth of India with at least 10,000 Kms.	Self-Declaration from Bidder/Service providers required.
5	Bidder or its service provider should have experience of minimum 02 WAN projects during last five years of bid submission with: - 1. Successful supply and completion of the projects (at least 100 sites). Or 2. Successful supply and commissioning of projects at least 100 sites which are operational for last 2 years or more	Purchase order copy and completion certificate from the concern authorities.
6	The Bidder or its service provider should have a valid Category A-ISP license from Govt. of India.	Copy of License to be submitted by the Bidder or its service provider.
7	The bidder/OEM must minimum two ISO certificates mentioned from below a. ISO 9001:2008 or Latest b. ISO 27001:2013 or latest c. ISO 20000:2011 or latest	Copy of valid certificates

ANNEXURE 5 : Financial Format

S. No.	Item Description	Quantity	Rates in Rs. For One Year	Taxes in Rs.	Total Amount in Rs. For One year
1	Opex (Operational Expenditure)	Lump sum			
2	Capex (Capital Expenditure)				

Note

1. L1 bidder has to submit each location cost separately as per locations asked in Annexure 1
2. The items shall have comprehensive onsite warranty as mentioned in RFP.
3. The bidder should take care that rate mentioned sufficiently covers the expenses that the bidder shall incur on the project as mentioned in the scope of work. There should not be any separate cost. The indicative list of cost items in the bidder's scope of work are Cost of equipment, Installation and Commissioning Charges, Onsite Warranty Charges, Transportation & Forwarding Charges to the site and Insurance to cover equipment during transit, up to installation of equipment at the respective sites and handing it over to end-user. The bidder shall also ensure that pricing of STP and UTP cables or any other equipment should include for installation
4. Successful installation, testing and commissioning is the scope of Bidder without any extra cost.

Note: Please fill this form and upload the copy of Certificate of Registration/Incorporation.