

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687756575620

अनुबंध तिथि | Contract Generated Date : 20-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4485827](#)

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details	
प्ररूप   Type :	Constitutional bodies	पद   Designation :	Executive Officer
मंत्रालय   Ministry :	Rajya Sabha Secretariat	संपर्क नंबर   Contact No. :	-
विभाग   Department :	NA	ईमेल आईडी   Email ID :	barnali.goswami@rstv.nic.in
संगठन का नाम   Organisation Name :	Rajya Sabha Television	जीएसटीआईएन   GSTIN :	N
कार्यालय क्षेत्र   Office Zone:	3rd & 4th Floor Talkatora Stadium Annex Building	पता   Address :	Sansad TV, 21-23, Mahadev Road, New Delhi -110001, NEW DELHI, DELHI-110001, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail		भुगतान प्राधिकरण विवरण   Paying Authority Details	
आईएफडी सहमति   IFD Concurrence :	Yes	Role:	DDO
प्रशासनिक अनुमोदन का पदनाम	Joint Secretary (Admin), Sansad TV	भुगतान का तरीका	PFMS
Designation of Administrative Approval:	Director (Stores), Sansad TV	Payment Mode:	
वित्तीय अनुमोदन का पदनाम		पद   Designation :	DDO STV
Designation of Financial Approval :		ईमेल आईडी   Email ID :	pushpendekr.verma@sansad.nic.in
		जीएसटीआईएन   GSTIN :	-
		पता   Address:	Sansad TV, 21-23, Mahadev Road, New Delhi - 110001, CENTRAL DELHI, DELHI-110001, India

परेष्ठी विवरण   Consignee Details		
क्र.सं.   S.No	परेष्ठी नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : - ईमेल आईडी   Email ID : barnali.goswami@rstv.nic.in जीएसटीआईएन   GSTIN : N पता   Address : Sansad TV, 21-23, Mahadev Road, New Delhi -110001, NEW DELHI, DELHI-110001, India	Internet Bandwidth and Replication Service - Internet Leased Line; Private Service provider; Class A, Class B; NA; 100

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID :	A9E4200001170468
कंपनी का नाम   Company Name :	ISHAN NETSOL PRIVATE LIMITED
संपर्क नंबर   Contact No. :	09879612569
ईमेल आईडी   Email ID :	geminpl@ishanitech.biz
पता   Address :	--NAKSHTRA IV, 2ND FLOOR, DR.: RADHAKRISHNAN ROAD, NR.: GYMKHANA, RAJKOT, GUJARAT-360001, -
एमएसएमई सत्यापित   MSME Verified :	No
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-GJ-20-0026045
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN:	24AABC17583C1ZP

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

सेवा विवरण   Service Details	
सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by):	01-Mar-2024
सेवा समाप्ति तिथि   Service End Date :	01-Mar-2025

श्रेणी नाम | Category Name : Internet Bandwidth and Replication Service

बिलिंग चक्र   Billing Cycle: monthly		विवरण   Description	Quantity	Cost of Service ( Per Bandwidth capacity per link)
Types of Service providers	Private Service provider			
License of Internet lease line (ILL)	Class A, Class B			
Static IP required ( For ILL)	24			
Zipcode	NA			
Packet Drop ( In percentage )	less than 1			
District	NA			
Bandwidth Capacity ( In Mbps )	100			
Router/ Networking Accessories	Provided by buyer			
Latency within India	Less than 60 ms			
DDOS with Internet Lease line Services	NO			
Type of Service	Internet Leased Line			
Latency outside India	Less than 180 ms			
			1	14653

Link Type( Manageability)	Unmanaged		
Type of Media	Fibre		
License of Lease Line (LL/PP)	NA		
<b>कुल राशि (सुन्ना)   Total Amount (Formula) :</b> (Quantity*Cost of Service ( Per Bandwidth capacity per link)*Contract Period/30)			
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	178766.6		
कुल एडऑन मूल्य   Total Addon Value(INR)	0		
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	178766.6		
<b>अनुबंध की राशि  Amount of Contract</b>			
सभी शुल्क और करों सहित कुल अनुबंध मूल्य  Total Contract Value Including All Duties and Taxes(INR)	178766.6		

## एसएलए विवरण | SLA Details

### SERVICE STC

#### SPECIAL TERMS AND CONDITIONS

#### FOR INTERNET BANDWIDTH HIRING SERVICE

##### 1. Preamble

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

##### 2. Objectives and Goal

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

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

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

##### 3. Stakeholders

The main stakeholders associated with this agreement are:

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

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

##### 4. Service Scope

- Provisioning and commissioning of Leased Line / Internet Leased Line services
- This includes setting up of last mile connectivity, supply and installation of necessary equipment, deploying of cable up-to Ethernet Port with Buyer existing local area network.
- Local loop has to be through fiber cable/ RF / Copper wherein media is extended right up to the customer premises. The media to the campus should be on a ring to provide redundancy.
- If Buyer already has its own public IP addresses then the ISP will be required to provide BGP routing of the same.
- The termination of the last mile connection is to be made in server room of Buyer.
- Network redundancy has to be built to protect the traffic from cable cuts.
- Service Provider / Buyer will supply and install the necessary hardware and software for implementation and commissioning of the connectivity. Service Provider / Buyer shall undertake installation and configuration of modems, routers or any such associated Fiber-optic equipment to make the entire system working to provide sustained Internet bandwidth of the offered capacity.
- Service Provider should provide the tools, utilities and management applications to monitor the bandwidth / network performance of the ILL.
- **Uptime: The service provider has to provide 99.5% uptime per quarter for the connectivity**
- Uptime Calculation for every billing cycle:

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

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

##### 5. Terms and Conditions

**a. Buyer's Obligations**

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

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

**b. Service Provider Obligations**

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

**6. Terms and Conditions of the Service**

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

**7. Payment Schedule**

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

**8. SLAs and Penalty**

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

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

**Calculation of Service Formula:** Quantity\*Cost\_of\_service\_per\_bandwidth\_capacity\_per\_link\*Contract\_period/30

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

**शुल्कपत्र | Corrigendum**

1. तक बढ़ाया गया | Extended Upto : 2024-02-02 19:00:00

अतिरिक्त आवश्यक डेटा/दस्तावेज़ : खरीदार | Additional Required Data/Document(s) : Buyer

1. Detailed Scope of Service : [click here](#)

**ईपीबीजी विवरण | ePBG Detail**

सलाहकार बैंक   Advisory Bank :	NA
ईपीबीजी प्रतिशेत (%)   ePBG Percentage(%):	NA

**नियम और शर्तें | Terms and Conditions****1. General Terms and Conditions-**

1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

**2. Buyer Added Bid Specific Terms and Conditions-**

**2.1 Generic:**

**OPTION CLAUSE:** The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

**2.2 Service & Support:**

**AVAILABILITY OF OFFICE OF SERVICE PROVIDER:** An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

**2.3 Generic:**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Sansad TV  
12A  
GRG Road  
New Delhi  
New Delhi-110001

**2.4 Certificates:**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

**2.5 Buyer Added Bid Specific ATC:**

Buyer uploaded ATC document [Click here to view the file](#).

**2.6 Purchase Preference (Centre):**

Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

**2.7 Buyer Added Bid Specific Scope Of Work(SOW):**

File Attachment [Click here to view the file](#).

**2.8 Buyer Added Bid Specific SLA:**

File Attachment [Click here to view the file](#).

**2.9 Service & Support:**

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

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

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