

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687791124873

अनुबंध तिथि | Contract Generated Date : 16-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4049328](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : State Government	पद   Designation : SR.Clerk
मंत्रालय   Ministry : -	संपर्क नंबर   Contact No. : 079-23254304-
विभाग   Department : Home Department Gujarat	ईमेल आईडी   Email ID : registry-ib@gujarat.gov.in
संगठन का नाम   Organisation Name : N/A	जीएसटीआईएन   GSTIN : 24AHMA07557E1DT
कार्यालय क्षेत्र   Office Zone: Office Of The Director General Of Police, Intelligence, G.s., Gandhinagar	पता   Address : Addl Director General Of Police Intelligence Gujarat state ,2nd floor,Police Bhavan, sector-18,Gandhinagar., GANDHINAGAR, GUJARAT-382018, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No	Role: BUYER
प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: वितीय अनुमोदन का पदनाम   HD-IT Committee held on 07/03/2024 and SPC-IT Committee held on 15/03/2024.	भुगतान का तरीका   Payment Mode: Offline
Financial Approval :	पद   Designation : SR.Clerk
	ईमेल आईडी   Email ID : registry-ib@gujarat.gov.in
	जीएसटीआईएन   GSTIN : 24AHMA07557E1DT
	पता   Address: Addl Director General Of Police Intelligence Gujarat state ,2nd floor,Police Bhavan, sector-18,Gandhinagar., GANDHINAGAR, GUJARAT-382018, India

परिचिती विवरण   Consignee Details		
क्र.सं.   S.No	परिचिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : 079-23254304- ईमेल आईडी   Email ID : registry-ib@gujarat.gov.in जीएसटीआईएन   GSTIN : 24AHMA07557E1DT पता   Address : Addl Director General Of Police Intelligence Gujarat state ,2nd floor,Police Bhavan, sector-18,Gandhinagar., GANDHINAGAR, GUJARAT-382018, India	MULTI-PROTOCOL LABEL SWITCHING SERVICE(MPLS SERVICE)

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 पंजीकरण संख्या   MSME Registration number : UDYAM-GJ-20-0026045
एमएसई सामाजिक श्रेणी   MSE Social Category : General
एमएसई लिंग श्रेणी   MSE Gender : Male
जीएसटीआईएन   GSTIN: 24AABCI7583C1ZP

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

सेवा विवरण   Service Details	
सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 01-Jul-2024	सेवा समाप्ति तिथि   Service End Date : 01-Jul-2027
श्रेणी नाम   Category Name : MULTI-PROTOCOL LABEL SWITCHING SERVICE(MPLS SERVICE)	

बिलिंग चक्र   Billing Cycle: quarterly			
विवरण   Description		Number of MPLS Link	Cost of Service(Per Bandwidth capacity per link)
Type of topology	Hub and Spoke	53	13003
Types of Service providers	Government / PSU Service provider, Private Service provider		
Bandwidth Capacity ( In Mbps)	As per Scope of Work		
Latency within India	Less than 60 ms		
Router/ Networking Accessories	Provided by Seller		
License of MPLS Service	National long Distance (NLD)		
Type of Service	Point to Point Ethernet Leased Line		
Link Type( Manageability)	Managed		
Type of Media	Fibre		

PACKET Loss	Less than 1%		
कुल राशि (सूत्र)   Total Amount (Formula) : ( Number of MPLS Link*Cost of Service(Per Bandwidth capacity per link)*Contract Period/30 )			
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)			25177275.47
कुल एडऑन मूल्य   Total Addon Value(INR)			0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)			25177275.47
अनुबंध की राशि  Amount of Contract			
सभी शुल्क और करों सहित कुल अनुबंध मूल्य  Total Contract Value Including All Duties and Taxes(INR)			25177275.47
एसएलए विवरण   SLA Details			
<p>SERVICE STC</p> <p>SPECIAL TERMS AND CONDITIONS</p> <p>For Multi-Protocol Label Switching Service (MPLS Service)</p> <p>1. Preamble</p> <p>A. All <b>Multi-Protocol Label Switching (MPLS) Service</b> contracts placed through GeM shall be governed by the following set of terms and conditions:</p> <p>I. General terms and conditions for Goods and Services.</p> <p>II. Service STC contained in this document</p> <p>III. BID / Reverse Auction specific ATC</p> <p>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.</p> <p>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.</p> <p>2. Objectives and Goal</p> <p>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:</p> <ul style="list-style-type: none"> <li>● Provide clear reference to service ownership, accountability, roles and responsibilities of both parties</li> <li>● Present a clear, concise and measurable description of services offered to the buyer</li> <li>● 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</li> <li>● To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons</li> </ul> <p>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.</p> <p>3. Stakeholders</p> <p>The main stakeholders associated with this agreement are:</p> <p>a. <b>Buyer:</b> Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed</p> <p>b. <b>Service Provider:</b> 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</p> <p>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.</p> <p>4. Service Scope</p> <p>i. Provisioning and commissioning of MPLS/ MPLS VPN</p> <p>ii. This includes setting up of last mile connectivity, supply &amp; installation of necessary equipment, deploying of cable up-to Ethernet/Fast Ethernet/ Gigabit Ethernet/Gig optical Port with Buyer existing local area network.</p> <p>iii. 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 in case on Fiber last mile. Whereas in case on RF and Copper redundancy will be at Service Provider's PoP end.</p> <p>iv. The termination of the last mile connection is to be made in IT/ server room of Buyer.</p> <p>v. For managed link, Service Provider will supply and install the necessary CPE hardware and software for implementation &amp; commissioning of the connectivity. Service Provider shall undertake installation &amp; configuration of CPE modems, routers or any such associated Fiber-optic equipment to make the entire system working to provide MPLS bandwidth of the offered capacity at individual locations.</p> <p>vi. Uptime: The service provider has to provide 99.5% uptime per quarter for the fiber last mile connectivity and 98.5% uptime for RF and copper last mile connectivity.</p> <p>Uptime Calculation:</p> <p>Percentage of Uptime=(Service availability in hours / Total service hours) X 100</p> <ul style="list-style-type: none"> <li>■ Total service hours= Uptime hours + Downtime hours*</li> <li>■ *Any downtime due to schedule maintenance (mutually agreed), issues pertaining to buyer, Force Majeure clause.</li> <li>■ Packet Losses: Less than 1 % (Average over 1000 ping) between customer locations at any given point of time.</li> </ul> <p>vii. 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.</p> <p>viii. Delivery Timeline: The Service provider will deliver the link within 10 weeks in case of fiber last mile and within 6 weeks in case of RF or Copper last mile. The delivery start time will be reckoned from the date of acceptance of Purchase Order issued by buyer and buyer signing the Enterprise Customer Enrolment Form (CAF) of the service provider along with providing all necessary documents required in compliance to the DOT license requirements for service activation to the buyer.</p> <p>5. Terms and Conditions</p> <p>a. Buyer's Obligations</p> <p>i. Signing the Enterprise Customer Enrolment Form (CAF) of the service provider along with providing all necessary documentation required in compliance to the DOT/ Regulatory license requirements for service activation to the buyer.</p>			

- ii. Site readiness with proper uninterrupted power supply (24x7), earthing and UPS power supply for the equipment provided by Service Provider.
- iii. Hygiene, Air conditioning and dust free environment space to be provided for service providers equipment
- iv. Rack for keeping the service providers equipment at the site, having minimum dimensions as per standard requirement.
- v. In premise permission for cable laying or erection of tower/ pole mount for radio devices.
- vi. Dedicated earthing for Mux/tower/Modem
- vii. Permission for conducting feasibility and deployment and access to site as per Service Provider requirement
- viii. Permission for access to roof top for pole mounting for RF last mile.
- ix. Permission and Space for Installation of Pole/Mast at buyer location on Ground/Rooftop as per requirement, for deploying RF last mile connectivity, without any charges.
- x. Permission for entry of human resources of service provider for service maintenance purposes round the clock.
- xi. 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

- i. 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.
- ii. The Service Provider shall be responsible for providing offered capacity to BUYER, at all the time throughout for the contract period.
- iii. The Service Provider shall be responsible for commissioning and configuring of hardware and uplink of connectivity.
- iv. Maintenance support service (24 hours and 7 days a week)
- v. Reports for performance, monitoring / usage to be submitted by the service provider on quarterly basis along with invoices/ or as per buyer requirement.
- vi. Service provider shall be completely responsible for providing comprehensive support to the customer during the entire period of service contract (The contract is all inclusive including maintenance)and extension period, if any.
- vii. 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
- viii. The Service provider to provide onsite support, when required.
- ix. Service provider to mention the Escalation procedure and matrix for customer complaints.

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

- o The Service Provider is 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.
- o Service provider should have its own Fiber network including Fiber last mile, for delivering services, at buyer locations.

#### 7. Payment Schedule

- (i) The Payment Procedure shall be governed by the standard clause of payment as specified in the General Terms and Conditions
- (ii) Service Provider shall raise the invoice as per the arrangement in the contract (Monthly/Quarterly/) towards the Services rendered in the previous Monthly/ Quarterly to the Buyer.
- (iii) Buyer shall make payment to the Service Provider as per Monthly/ Quarterly basis and within 30 days of the Invoices submitted by Service Provider.

#### 8. SLAs and Penalty

The Agreement shall come to an end, whichever is earlier, either on completion of the Contract Period or shall be terminated, for the following reasons by either party:

- i) Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required by the Buyer, by providing reasonable notice period as per the tenure of the contract or minimum of 30 days. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
- ii) The Service Provider shall have the right to terminate the contract without any liability to the Buyer if the Buyer fails to make payments to the Service Provider for two consecutive payments as per the payment scheduled agreed in the Contract.
- iii) Termination of Contract shall neither affect nor relieve the accrued rights and obligations of either Parties.
- iv) Breach of SLA: To ensure the commitment of the Service Providers, parties have agreed that Service Provider shall adhere to the Service Level Agreements defined hereunder on the breach of which the Penalties which may be imposed on Service providers. In case the service levels cannot be achieved at service levels defined in the agreement, the buyer should invoke the performance related penalties. Payments to the Service Provider to be linked to the compliance with the SLA metrics laid down in the agreement

**Availability** means the aggregate number of hours in a calendar month during which Services (MPLS/MPLS VPN Service,) is available for use.

##### A. SLA and Penalty with fiber last mile connectivity.

Expected availability (Service Uptime) for the fiber last mile connectivity >= 99.5%

- More than or upto 99.5% uptime then penalty = 0%,
- Less than 99.50% and more than or equal to 98.5% then penalty = 1% of the Monthly/ Quarterly/ Half yearly/ Yearly recurring Charges per link
- Less than 98.5% and more than or equal to 97.00% then penalty=3% of the Monthly/ Quarterly/ Half yearly/ Yearly recurring Charges per link
- Less than 97.0% and more than or equal to 95.0% then penalty = 5% of the Monthly/ Quarterly/ Half yearly/ Yearly recurring Charges per link
- Less than 95.0% and more than or equal to 90.0% then penalty = 7% of the Monthly/ Quarterly/ Half yearly/ Yearly recurring Charges per link
- Less than 90.0% then penalty=10% of the Monthly/ Quarterly/ Half yearly/ Yearly recurring Charges per link

##### B. SLA and Penalty with RF and copper last mile connectivity

Expected availability (Service Uptime) for the for RF and copper last mile connectivity >= 98.5%

- More than or upto 98.5% uptime then penalty = 0%,
- Less than 98.50% and more than or equal to 97% then penalty = 0.5% of the Monthly/ Quarterly/ Half yearly/ Yearly recurring Charges per link

- Less than 97% and more than or equal to 95.00% then penalty=1% of the Monthly/ Quarterly/ Half yearly/ Yearly recurring Charges per link
- Less than 95.0% and more than or equal to 90.0% then penalty = 5% of the Monthly/ Quarterly/ Half yearly/ Yearly recurring Charges per link
- Less than 90.0% then penalty=10% of the Monthly/ Quarterly/ Half yearly/ Yearly recurring Charges per link

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

This service work on the formula i.e. Quantity(Number of MPLS Link) multiplied by Cost of service per bandwidth capacity multiplied by contract period/30.

## शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2023-11-11 20:00:00
2. GeM-Bidding-Corr-5421465-3.pdf : [यहां क्लिक करें | click here](#)
3. तक बढ़ाया गया | Extended Upto : 2023-11-25 20:00:00

## ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	10.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा   The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

## 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 Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

#### 2.3 Generic

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

#### 2.4 Buyer Added Bid Specific Scope Of Work(SOW):

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

#### 2.5 Buyer Added Bid Specific ATC:

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

#### 2.6 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Dy.A.O. to Addl. D.G. of Police (Intelligence)

payable at

Gujarat State, Gandhinagar.

. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 2.7 Forms of EMD and PBG:

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

#### 2.8 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Dy.A.O. to Addl. D.G. of Police (Intelligence)

payable at

Gujarat State, Gandhinagar.

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

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

Note: This is system generated file. No signature is required.

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