



ODISHA COMPUTER APPLICATION CENTRE

REQUEST FOR PROPOSAL

Enq.No:-OCAC-SEGP-INFRA-0018-2023/23051

Odisha Computer Application Centre (OCAC) invites Request for Proposal (RFP) for the selection of Internet Service Provider (ISP) for provision of FTTH Connections in BharatNet Phase-II. For details please visit websites www.ocac.in & www.odisha.gov.in. **The bid shall be submitted in electronic mode only in the portal <https://enivida.odisha.gov.in> latest by 20.07.2023, 3.00 P.M.** OCAC reserves the right to accept/ reject any/ all bids without assigning any reason thereof.

General Manager(Admin), OCAC, Plot No.-N-1/7-D, Acharya Vihar, P.O.-RRL, Bhubaneswar-751013, Ph.-2567280/ 2567064/ 2567295

**Request for Proposal
For
Selection of Internet Service Providers
for BharatNet Phase II
OCAC, Bhubaneswar.**

RFP No: OCAC-SEGP-INFRA-0018-2023/2305

30-Jun-2023



[TECHNICAL DIRECTORATE OF E&IT DEPARTMENT, GOVERNMENT
OF ODISHA]

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Disclaimer

The information contained in this Tender or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of the OCAC or any of its employees or advisers or the Department of Electronics & Information Technology and e-Governance, is provided to bidders on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided. This Tender is issued by the OCAC. This Tender is not an agreement and is neither an offer nor an invitation by the OCAC to the prospective bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in the formulation of their Bid according to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by the OCAC concerning the BharatNet phase 2.0 project. Such assumptions, assessments, and statements do not purport to contain all the information that each Applicant may require. This Tender may not be appropriate for all persons, and the OCAC, its employees, or its advisers can't consider the objectives, technical expertise, and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements, and information contained in this Tender, may not be complete, accurate, adequate, or correct. Each Applicant should, therefore, conduct its investigations and analysis and should check the accuracy, adequacy, correctness, reliability, and completeness of the assumptions, assessments, and information contained in this Tender and obtains independent advice from appropriate sources. Information provided in this Tender to the bidders is on a wide range of matters, some of which depend upon the interpretation of the law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. OCAC accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on the law expressed herein. OCAC, its employees, and its advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment, or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this Selection Process. OCAC also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this Tender. OCAC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, or assumption contained in this Tender. The issue of this Tender does not imply that OCAC is bound to select a Bidder or bidders, as the case may be, for the selection of BSP and OCAC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by OCAC or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and OCAC shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

Abbreviation

Abbreviation	Description
GoI	Government of India
GoO	Government of Odisha
GST	Goods & Services Tax
IP	Internet Protocol
ISP	Internet Service Provider
IT	Information Technology
OCAC	Odisha Computer Application Center
OPTCL	Odisha Power Transmission Corporation Limited.
LOI	Letter of Intent
NeGP	National e Governance Plan
NMS	Network Monitoring Solution/System
NOW	Network Operator
OFC	Optical Fibre Cable
PBM	PreBid Meeting
ROW	Right of Way
SHQ	State Headquarters
SLA	Service Level Agreement
SNOC	State Network Operations Centre

Key Events & Date

Event	Description
Non-refundable Tender document fee	INR 5,600 inclusive of GST @ 12% (Five thousand and Six Hundred) Non Refundable”
Notice Inviting Tender	Tender Number : OCAC-SEGP-INFRA-0018-2023/2305
EMD	<p>INR 1,00,000 (one lakh)in the form of Bank Guarantee valid for 6 months from the date of bid submission from a Nationalized/ Scheduled bank in favor of “Odisha Computer Application Centre, payable at Bhubaneswar.</p> <p>The EMD may also paid through electronic mode to the following financial Bank A/c No.: 149311100000195 Payee Name: Odisha Computer Application Centre Bank Name & Branch: Union Bank of India, Acharya Vihar, Bhubaneswar Account Type: Savings IFSC: UBINo814938</p>
Last Date and Time to send requests for clarifications on the tender document	05-07-2023 till 04.00 PM
Date and Time for Pre- Bid Meeting	07-07-2023 at 03.00 PM
Last Date and Time for submission of bids	20-07-2023 at 03.00 PM
Date and Time for Opening of bids	24-07-2023 at 03.30 PM
Opening of commercial bids	To be notified later to the qualified bidders
Issue of Letter of Intent	To be intimated to the successful bidder

Definitions:

S. No	Terms	Description
1.	BharatNet Phase II	'BharatNet Phase II' means the BharatNet project Phase II executed by OPTCL under the state-led model.
2.	Uptime	'Uptime' refers to the network availability across various segments
3.	Downtime	Downtime shall mean the period for which the specified services/components with specified technical and service standards are not available to the State and user departments and excludes the scheduled outages planned for the BharatNet Phase II network
4.	Planned Network Outage	'Planned Network Outage' refers to the unavailability of network services due to infrastructure maintenance activities such as configuration changes, up-gradation, or changes to any supporting infrastructure. Details related to such planned outage shall be agreed upon with the State government and shall be notified to all the related departments and relevant offices in advance (at least five working days)
5.	Unplanned Network Outage	'Unplanned Network Outage' refers to an instance in which a link is not available for the Department connecting to the BharatNet Phase II Network for more than 5 consecutive minutes.
6.	Denial of Service	A sudden burst of network traffic leads to more than 90-95% utilization of the BharatNet Phase II bandwidth in any segment or complete network.
7.	Quarterly Guaranteed Revenue (QGR)	Fees which the Service Provider/successful bidder may get from the OCAC, on behalf of Govt. of Odisha, quarterly for services rendered. This would be determined from the 'Financials Template' submitted by the bidder as part of the proposal.
8.	Critical Events	Critical Events are important Data Services / Video Conferencing requirements by Senior Government officials in which services are being rendered on BharatNet Phase II Network. The information about the event will be provided to the successful bidder 24 hours in advance using BharatNet Phase II. This could be Video conferencing or webcasting events of VVIPs, important State functions, etc.
9.	Incident	Refers to any event/abnormalities in the functioning of the IT or Non-IT Equipment/specified services that may lead to disruption in normal operations of BharatNet Phase II
10.	Helpdesk Support	This shall mean 24x7 central support by the ISP which shall handle fault reporting, trouble ticketing, and related inquiries regarding links and their performance during the contract.
11.	Resolution Time	Shall mean the time taken in resolving (diagnosing, troubleshooting, and fixing) an incident after it has been reported at the helpdesk. The resolution

		<p>time shall vary based on the severity of the incident reported at the help desk. The severity would be as follows:</p> <ol style="list-style-type: none"> a. Critical: Incidents whose resolution shall require additional investment in components or time or shall involve coordination with Bandwidth Service Providers/OEMs. These incidents shall impact the overall functioning of the BharatNet Phase II. b. Medium: Incidents, whose resolution shall require the replacement of hardware or software parts, requiring a significant interruption in the working of that individual component. For example, installation of modem for technology upgradation, replacement of faulty equipment etc. c. Low: Incidents whose resolution shall require changes in the configuration of hardware or software, which will not significantly interrupt the working of that component. For example, changing the password of installed devices.
12.	MPLS (Multiprotocol Label Switching)	MPLS is a scalable, protocol-independent transport. In an MPLS network, data packets are assigned labels. Packet-forwarding decisions are made solely on the contents of this label, without the need to examine the packet itself.
13.	Internet Service Provider (ISP)	Internet Service Provider (ISP) who will be responsible to provide internet connectivity and Maintenance of FTTH Connections.
14.	ILL	Internet Leased Line connectivity for providing broadband services

1 Invitation for bids

The invitation to bid is for “Selection of Internet Service Provider for BharatNet Phase II” The Bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with a full understanding of its implications. Submission of a bid shall be through soft copies of the bid document to be submitted at the website address of correspondence mentioned below. For details and subsequent communication, the bidders may also visit the official website of the OCAC, State of Odisha www.ocac.in, www.enivida.odisha.gov.in. This section provides general information about the Issuer (Odisha Computer Application, OCAC), important dates and addresses, and the overall eligibility criteria for the Bidders.

1.1 Purchaser/Issuer

The purchaser for this RFP is Odisha Computer Application Center (OCAC) on behalf of the Department of Electronics & Information Technology and e-Governance, Government of Odisha. This section provides general information about the Purchaser/Issuer (i.e., Odisha Computer Application Center, OCAC), important dates and addresses, and the overall eligibility criteria for the Bidders.

1.2 Purchaser and Address for Bid Submission & Correspondence

The bidder has to submit the bid electronically in e-Nivida System at www.enivida.odisha.gov.in (mentioned in clause no.4.2).

Purchaser and Bid Submission website: **www.enivida.odisha.gov.in**

Purchaser Address:

Odisha Computer Application Centre
OCAC Building,N-1/7-D, Acharya Vihar, RRL Postoffice
Bhubaneswar-751013, Odisha, India
W: www.ocac.in

1.3 Procurement of RFP document

Interested Bidders may obtain a complete set of bid documents in soft copy format from the portal www.ocac.in, and www.enivida.odisha.gov.in. The bidders are required to submit the tender document Fee of ₹ **5,600/-** inclusive of GST @ 12% electronically through e-Nivida portal or by Demand Draft in favour of “Odisha Computer Application Centre “and payable at Bhubaneswar from any of the Nationalized scheduled commercial bank along with the Proposal. The tender fee in the form of DD shall be valid for 3 months

The detailed Tender Document, once purchased, cannot be returned, resold, transferred, or reassigned; and there shall not lay any claim on the Purchaser (OCAC) for a refund of tender

fee, payment of expenses incurred etc. and OCAC shall not be responsible in any way for any damage, loss etc., consequential or otherwise, to any purchaser of the said Document.

1.4 Pre-Bid Conference

OCAC shall organize a Pre-Bid Conference on the scheduled date and time in the conference room of OCAC. OCAC may incorporate any changes in the RFP based on acceptable suggestions received during the Pre-Bid Conference or by its initiative. The decision of the OCAC regarding the acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances. The prospective Bidders are requested to submit their queries by e-mail to “telecom.pmu@odisha.gov.in” as per the format mentioned in this document. Any query sent by the bidder after the timeline for submitting pre-bid queries shall not be accepted. The responses will be conveyed to all the prospective Bidders by way of hosting amendments/clarifications on the website i.e. at www.ocac.in, www.enivida.odisha.gov.in following the respective clauses of the RFP and no participant would be intimated individually about the response of the OCAC. Procurement of the BID document to attend the pre-bid meeting is not mandatory. The participating Service Provider needs to submit the tender document fee at the time of bid submission. The prospective participants have to inform OCAC on the mail id mentioned above for attending the pre-bid conference.

The queries should necessarily be submitted in the following format (In .xls or .xlsx format only. Queries submitted in any other format will not be entertained):

Sl. No.	RFP Document Reference(s) (Section & Page Numbers)	Content of RFP requiring Clarification(s)	Points of Clarification	Suggestion for revised clause
....	
....	
....	

1.5 Amendment of RFP document

At any time before the deadline for submission of bids, the Purchaser may, for any reason, whether at its initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document by amendment. All the amendments made in the document would be published on the website of portal www.ocac.in, www.enivida.odisha.gov.in. All such

amendments shall be binding on all the Bidders. The Bidders are also advised to visit the website regularly for checking necessary updates. OCAC also reserves the right to amend the dates mentioned for the bid process.

1.6 Venue and deadline for submission of Proposal

The bid-submission will be online for Internet Service Provider for BharatNet Phase II Project must be received not later than the last date and time for submission of bids specified under “Key Events & Date”. The bidder has to submit the bid electronically in e-Nivida System at www.enivida.odisha.gov.in. The soft copy will be treated as final proposal.

Submission of Proposal Website: www.enivida.odisha.gov.in

Any proposal received by the Purchaser after the deadline for submission of proposals (soft copy) mentioned above will be summarily proposals (soft copy) mentioned above will be summarily rejected and a hard copy of the proposals (if submitted) will be returned unopened to the Bidder. OCAC shall not be responsible for any delay in submission of the bid online. No further correspondence on the subject will be entertained.

2 About BharatNet Phase II

BharatNet Phase II has been implemented on a state-led model with OPTCL as the State Implementing Agency (SIA). The project involves 133 Blocks and 2932 GPs. The network is GPON based. The OLTs are installed at the Block locations and ONTs are commissioned at the GP. The Block to GP connectivity has been provided with Aerial OFC. The O&M of this network is carried out through state NOC (SNOC) installed at OCAC premises. SNOC was commissioned by OCAC. The O&M of the GPON network and the OFC network is being carried out under the supervision of OPTCL through an external agency. The OLTs are located in the BSNL exchange premises. In this project 133 blocks and 2547 GPs have been considered.

2.1 About OCAC

The Department of Electronics & Information Technology is the nodal department for the Government of Odisha in the matters of Electronics, IT, ITES, and Communication. The department plays a vital role in formulating and implementing policy matters in Information Technology, ITES, Electronics, and Telecom; promoting Odisha as an ultimate ICT destination for investment and facilitating ICT industries; assisting other departments for effective e-Governance and capacity building; Promotion of ICT based education in the State.

Odisha Computer Application Centre (OCAC), the Technical Directorate of Electronics & Information Technology Department, Government of Odisha, has evolved through the years as a centre of excellence in IT solutions and e-Governance. It had the responsibility of commissioning the SNOC for the BharatNet Phase II, which has been successfully commissioned in the OCAC premises.

2.2 About OPTCL

OPTCL is the state implementing agency for the implementation of the BharatNet Phase II project. The O&M activities are being carried out under the supervision of OPTCL. OPTCL will be responsible for the network uptime as well as making the resources available to the successful bidder for roll out of services.,

2.3 Project Background

It is the plan of the Government of Odisha that aims to digitally connect all of rural Odisha by broadband Internet connectivity in partnership with the ISPs. The project envisages increasing the rural broadband connectivity (FTTH connectivity) among rural users, to provide ILL connection to the GP and two public institutions such as schools, Hospitals, and Police stations.

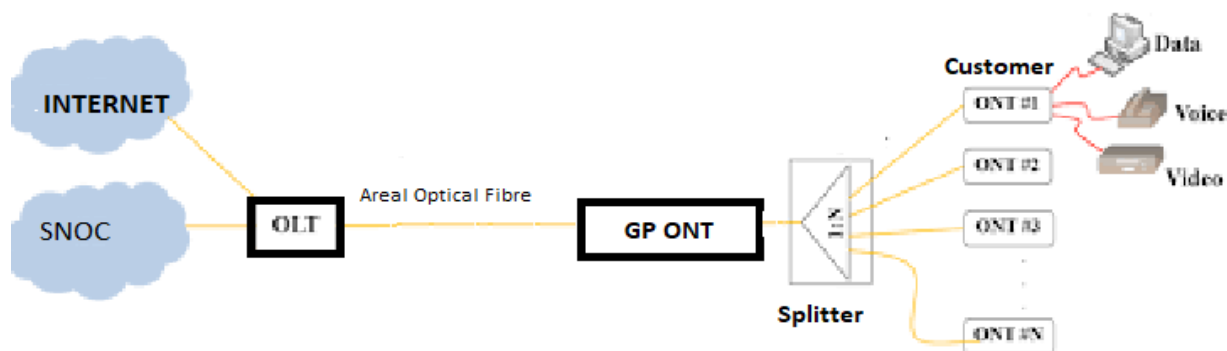
Each year the performance of the ISP will be evaluated and the agreement will be extended up to three years on mutually agreed terms and conditions. The duration of the project may further be extended depending on the performance of the ISP and after mutual discussion & agreement between OCAC, Govt. of Odisha, and the Internet Service Provider.

OCAC has undertaken the project for providing the Bandwidth up to the OLT and ONT levels. It is proposed that the project would have the following major functionalities/features:

- Internet Bandwidth will be provisioned by the ISP at the Block level and extended up to the Gram panchayat level using the GPON network.
- OLT is available at the block level and ONT is available at the Gram panchayat level.
- Detail ONT and OLT list has given in the below table.
- The BharatNet Phase II has been divided into four zones for this bid process .

ZONE	District Name	No. of Blocks	No. of OLTs	No. of GPs with ONTs
Zone-1	SAMBALPUR	9	11	141
	JHARSUGUDA	5	6	78
	BARGARH	12	12	253
	Zonal Total	26	29	472
Zone-2	BOLANGIR	14	17	315
	SONEPUR	6	7	109
	KALAHANDI	7	10	150
	NUAPADA	5	7	131
	Zonal total	32	41	705
Zone-3	RAYAGADA	11	13	184
	KORAPUT	14	15	238
	NABARANGPUR	10	11	190
	MALKANGIRI	7	9	104
	Zonal total	42	48	716
Zone-4	ANUGUL	8	15	222
	KEONJHAR	4	5	93
	MAYURBHANJ	4	4	64
	SUNDARGARH	17	20	275
	Zonal total	33	44	654
	Grand total	133	162	2547

Network Diagram



3 Scope of Work

Selected bidders will be responsible to carry out below mentioned activities (not limited to) for successfully connecting & integrating customer locations with BharatNet Phase II Network and activating the services.

- i) The project aims to enable Broadband network connectivity up to the Gram Panchayat Level in the State of Odisha under the BharatNet Phase II Project.
- ii) One (1) Gbps Internet leased line is to be provided to the OLTs situated in the Blocks of the State of Odisha under BharatNet Phase II.
- iii) 10Mbps internet leased line to be extended to the GP offices
- iv) Further two numbers of 5/10 Mbps leased line connectivity to be provided from the ONT situated in the Gram Panchayats to the nearest Government Institutions.
- v) The ISP will be responsible to provide FTTH connectivity to the Villagers on demand from where they will generate the revenue out of which a percentage of revenue will be shared by the ISP with the State Government through OPTCL.
- vi) The Ports at the ONT at the GP level are to be utilized for these services.
- vii) If necessary, the ISPs could install their Mini OLTs at GP locations with their power backup. However, they have to pay the electricity bills as per the submeter to be installed by the ISPs in arrangement with the GP offices.
- viii) Selected bidder(s) will implement connectivity as per final instruction & approval given by OCAC for the Government Institutions in the GP.
- ix) During the survey stage itself, the bidder shall mobilize its staff and fully acquaint them with the site conditions.
- x) Supply, installation, testing & commissioning, and acceptance testing (field AT) of the required network components, required accessories, any intermediate devices, and other items required for the provisioning of the services as per site requirement.
- xi) Software upgrades for the last mile networking components installed by the bidder for smooth functioning of the Network & customer link.
- xii) Carry out operation & maintenance of the last mile link including all the field activities required (preventive & corrective maintenance) to keep all the links up & running. It will be the successful bidder(s)' responsibility to rectify/restore the link in case any cable is damaged due to road widening / by any third party.
- xiii) Maintenance, support services, warranty, annual maintenance contract, etc. in respect of equipment supplied to the customer will be the responsibility of the ISPs.
- xiv) Bidder will have to fulfill all the RoW/permission-related formalities of all the Government departments for the implementation of last-mile connectivity.
- xv) During the delivery of FTTH, the bidder will facilitate compliance of CAF and KYC support in database management as and when the new customer joins in during the services period and should abide by the licensing conditions of the DOT.
- xvi) Manage and maintain the Billing system. Collect the revenue from FTTH users and maintain the records.

- xvii) All the material for Connectivity including OFC and other accessories will be supplied by Bidder. To manage the supply effectively, requirements like store/warehouse and transportation, and vehicle arrangements will be Bidder's responsibility.
- xviii) Bidder shall provision the Internet Bandwidth as per the below table (Table-1). IP pool design shall be done by the Bidder and should be approved by the OCAC before execution.
- xix) Bidder (s) shall depute and provide zone-wise SPOC to OCAC after winning the bid.
- xx) OCAC and OPTCL shall nominate SPOC for day-to-day resolution of the problems.
- xxi) OCAC will depute personnel for A/T of the internet leased lines and other FTTH connections on need basis.
- xxii) The ISPs shall ensure that the uptime to the customers at no time should be less than the Uptime of the ONTs.
- xxiii) The ISP shall share the SLA agreement with its ILL provider and at no time the up time should be less than 99%.
- xxiv) The ISP will give access of its NOC to OCAC for monitoring of the FTTH connections/leased lines extended by it under this project.

3.1 Major deliverables as per the Scope

1. 1 Gbps Internet Leased Line to the OLT
2. One 10 Mbps ILL to GP office.
3. Another 2 no's (Govt. Organizations) of 5/10 Mbps Internet leased line connectivity at GP level.
4. FTTH connections at GP Level.

3.2 Delivery timelines

Table-1

#	Deliverable Item	Timeline
1	1 Gbps Internet Leased Line to the OLTs	1 month from the date of signing of Agreement
2	One 10 Mbps connectivity at GP office.	2 months from the date of signing of Agreement
3	2 no's (Govt. Organization) of leased line connectivity from the GP level	<ul style="list-style-type: none"> • 1st Connectivity: 4 months from the date of signing of Agreement • 2nd Connectivity: 7 months from the date of signing of Agreement
4	FTTH connections as per the commitment	25% of the commitment every quarterly

Moreover, the selected bidder needs to commit to providing a certain minimum number of FTTH connections in an OLT location through BharatNet Phase II within 1 year from the date of signing of the contract. The quarterly target is to be given by the ISPs to OCAC.

The minimum number of connections that continues for one year will only be taken into in computing the support required per OLT.

3.3 Testing, Commissioning, and Go-Live

The selected bidder in the presence of the authorized officials will conduct acceptance tests at the site. The test will involve performance testing of the Link.

- On successful acceptance test by the Department, the event shall be marked as the “Date of Commissioning” of the lot as per the quarterly target set in table 3.2.
- In case of delay/ non-completion of work by the bidder/ISP at any designated location(s) due to reasons not attributable to the bidder, the delay shall not be counted on the part of the bidder and no LD shall be imposed for such links. However, such links shall be considered as part of the last lot.
- The financial time shall be effective from the date of commissioning & Go-Live of each location.
- The ISPs are liable to pay LD charges for any delay in achieving the quarterly target.

3.4 Technically Non-Feasible Sites

- i. “Concerning providing bandwidth to each location, technically non-feasible locations will be removed from scope after submitting sufficient evidence and supporting and the project will be considered completed. Technically non-feasible sites shall be informed to OCAC/OPTCL along with reasons and justifications.
- ii. Also, technically non-feasible locations should be removed from Implementation Liquidated damages charges after acceptance of the justification by the purchaser.

3.5 Responsibility of OCAC/OPTCL

- i. Site Readiness: - List of service-ready Gram Panchayats will be provided by OCAC/OPTCL. OPTCL shall have the responsibility to ensure OLTs and ONTs are in working condition.
- ii. Space & Access:
 - OPTCL has to co-ordinate access of the successful ISPs to the BSNL premises for provisioning of internet connectivity.
 - OCAC shall ensure the availability of space at GP premises.
 - OCAC/OPTCL shall facilitate submeter installation by the ISPs for payment of electric charges, for any additional devices or power systems installed by the ISPs at OLT/GP location.

3.6 Contract

- i. Validity of this contract is for a period of 1 year from the date of Go-Live which can be extended on mutual agreed terms and conditions up to 3 years.

- ii. Change Order for new or up-gradation of bandwidth can be placed anytime during the tenure of the contract. The contract period may get extended after mutual discussions and negotiation of rates.
- iii. No upward revision will be permitted in rates of support during the validity period of the contract. It has been observed that prices of bandwidth, i.e., Domestic as well as Internet bandwidth, are reducing with time. If ceiling tariffs for bandwidth are slashed due to TRAI Regulation, then a three-membered committee, 1 each from OCAC/OPTCL, Finance & Planning Department, and the selected bidder will be formed. The price revision shall be decided each year basis of the corresponding reduction. Based on the pricing impact, the cost to be reduced will be decided mutually by the committee.

3.7 Limitation of Liability

Under no circumstances shall the Supplier be liable to the customer for any indirect, special, incidental, punitive, exemplary, or consequential damages, whether foreseeable or not nor shall the Supplier be liable to the customer for loss of profits, loss of business, loss of revenue, loss of goodwill, loss of data, etc. which may arise under or according to this contract, provided that this exclusion shall not apply to any obligation of the supplier/selected bidder to pay liquidated damages or SLA penalty to the Purchaser; and. Notwithstanding anything under this agreement Supplier's total liability to the customer for all claims, in the aggregate, under or in connection with this tender will be limited to an amount equal to the fees paid under this tender for the preceding twelve (12) month period from the date of such claim, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

4 Instructions to Bidders

The Bidder must possess the requisite experience, strength, and capabilities in providing the services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity & volume of the work involved, the following criteria are prescribed as pre-qualification criteria for Bidder interested in undertaking the project.

4.1 Eligibility Criteria

#	Description	Supporting documents required
1	The bidder should be a company registered in India / partnership firm having its office in India and incorporated under the Indian Companies Act, 1956/2013.	Certificate of Incorporation of the bidder.
2	Bidder should have an ISP license valid for a minimum of 5 years from 1st April 2023. The bidder is required to enclose a valid license (as mentioned) with the bid and a minimum of 1 year of experience in setting up Broadband/FTTH Connectivity.	Copy of valid Class A/Class B ISP License and LoI/ Self Declaration as proof of experience.
3	The bidder should have experience in setting up a minimum of 500 consumers' broadband connection/FTTH connections.	Self-Declaration is required on the letterhead of the company.
4	Bidder should have fully functional 24x7x365 NOC or manage in shared mode to provide support as on 31st March 2023.	Undertaking on Letterhead
5	Bidder should not have been blacklisted from any Central/State Govt. and PSU	Undertaking on Letterhead
6	Bidder should have an office or be willing to open an office in Odisha to provide ISP service.	Undertaking on Letterhead
7	The bidder should have 10 numbers of technical resources for one zone having telecom domain expertise working for the bidder directly on their role.	Undertaking on Letterhead from the company authorized person/MD
8	Bidder shall submit previous financial year turnover details	Certificate from the Chartered Accountant of the Bidder

The entire scope of work shall be the responsibility of the bidder only.

4.2 Submission of Proposals

The bidder is expected to examine all instructions, forms, terms, and requirements in the bid document. Failure to furnish all information required by the bid document or submit a bid not substantially responsive to the bid document in every respect may result in the rejection of the Bid. Online bid document submission instruction given below.

Instructions to Bidders for Online Bid Submission:

e-Nivida is the complete process of e-Tendering, from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://enivida.odisha.gov.in>

Bidder Enrolment can be done using “Bidder Enrolment”.

The instructions given below are meant to assist the bidders in registering on the eNivida Portal, and submitting their bid online on the portal as per uploaded bid. More information useful for submitting online bids on the eNivida Portal may be obtained at: <https://enivida.odisha.gov.in>,

Guidelines for Registration:

- i. Bidders are required to enroll themselves on the eNivida Portal <https://enivida.odisha.gov.in> or click on the link “Bidder Enrollment” available on the home page of e-tender Portal by paying the Registration fee of Rs.2,500/- + Applicable GST.
- ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. 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 with the bidders.
- iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- v. Only 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.
- vi. 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.
- vii. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
- viii. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id odishaenivida@gmail.com, for activation of the account.

Searching for Tender Documents

- i. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
- ii. Once the bidders have selected the tenders they are interested in, then they can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

I. Bid Preparation:

- i. Payment of Tender Document Fee & EMD of online Bids:
The payment for Tender document fee and EMD can be made, as mentioned in clauses 4.5 and 4.7 below, in the form of DD from Nationalized/ Scheduled bank drawn in favor of "Odisha Computer Application Center, OCAC payable at Bhubaneswar. Any bid, submitted without Tender Document Fee and EMD or with a lesser amount may be rejected being non-responsive. The bidder should ensure that the original Demand Draft of the Tender Document Fee and EMD has been uploaded in the website of OCAC before the opening of the Tender. The bidders shall attach their eligibility and technical offer containing documents, qualifying criteria, technical write-up, and all other terms and conditions.
- ii. The bidders shall submit their quotes in price/finance bid format only.
- iii. Any clarifications/revisions in the tender document on this tender shall be shared on the gm.ocac@gov.in or telecom.pmu@odisha.gov.in email id.
- iv. The bidders may visit the site and obtain additional information at their own cost and responsibility. Failure of a Bidder in visiting sites will not be a cause for disqualification.
- v. In case of any change in the authorization, it shall be the responsibility of the management/ partners of the company/firm to inform the certifying authority about the change and to obtain the digital signatures of the new person/ user on behalf of the firm/ company. The procedure for application of a digital certificate however will remain the same for the new user.
- vi. The same procedure holds for authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
- vii. Tender documents will only be accepted through online mode only.
- viii. Bids sent through any other mode, i.e., Post/Email/Fax etc. shall not be acceptable.
- ix. The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no

activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

- x. The Client may, at its discretion, extend this deadline for any administrative reason.
- xi. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- xii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- xiii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
- xiv. 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, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.
- xv. These documents may be directly submitted from the “My Documents” 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. Already uploaded documents in this section will be displayed. Click “New” to upload new documents.

II. Submission of Bids:

- i. Bidder should log into the website <https://enivida.odisha.gov.in> well in advance for the submission of the bid so that it gets uploaded well in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by Department.
- iii. Bidder has to select the payment option as per the tender document to pay the tender fee / Tender Processing fee & EMD declaration as applicable and enter details of the instrument.
- iv. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
- v. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable
- vi. 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.

- vii. The uploaded bid documents become readable only after the tender opening by the authorized bid openers.
- viii. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- ix. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

III. For any clarification in using eNivida Portal:

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.
- iii. Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.

Phone No. 011-49606060

Mail id: - **odishaenivida@gmail.com,**
odishaeproc@railtelindia.com & support.enivida@odisha.gov.in

IV. Notwithstanding anything else contained to the contrary in this Tender Document, the MD, OCAC, reserves the right to cancel/withdraw/ modify fully or partially the 'Invitation to Bidders' or to reject one or more of the bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

V. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

4.3 Cost of Bid Document

The bidder must furnish along with its bid required bid processing fee amounting to ₹ **5,600/-** inclusive of GST @ 12% in shape of DD in favor of Odisha Computer Application Centre (OCAC), drawn in any scheduled commercial bank and payable at Bhubaneswar failing which the bid will be rejected. The fee may also be paid through electronic mode to the following account:

Bank A/c No.: 149311100000195
Payee Name: Odisha Computer Application Center
Bank Name & Branch: Union Bank of India, Acharya Vihar, Bhubaneswar
Account Type: Savings
IFSC: UBINo814938

Also, the fees may be paid online on e-Nivida portal through e-Payment Gateway.

4.4 Cost of Bidding

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

4.5 Bid Security

The Bidder shall furnish, as part of its bid, a bid security in the form of a Bank Guarantee issued by any nationalized/scheduled bank located in India, of INR 1,00,000/- (INR One Lakhs only). This EMD shall be valid for 6 months from the last date of submission of the bid and no interest shall be paid on the earnest money under any circumstances. Bidder should upload the scan copy of the DD online and submit the original DD at OCAC office on or before <<Submission date and Address>>.

The EMD may also be paid through electronic mode to the following financial:

Bank A/c No.: 149311100000195

Payee Name: Odisha Computer Application Centre

Bank Name & Branch: Union Bank of India, Acharya Vihar, Bhubaneswar

Account Type: Savings

IFSC: UBIN0814938

A. Currency of Bid Security

The bid security shall be furnished in Indian National Rupees (INR).

B. Requirement of Bid Security

The bid security is required to protect the Purchaser against the risk of the Bidder's conduct, which would warrant the security's forfeiture, according to Section "Forfeiture of Bid Security".

C. Rejection of Bid

Any bid not secured under the above-mentioned clause, shall be rejected by the Purchaser as being non-responsive, without any further correspondence.

D. Discharge of Bid Security of Unsuccessful Bidder

Unsuccessful Bidders' bid security will be discharged/returned as promptly as possible by the Purchaser.

E. Discharge of Bid Security of Successful Bidder

Earnest Money Deposit furnished by Bidders shall be refunded to Bidders after submission of performance guarantee by the successful Bidder.

F. Forfeiture of Bid Security

The Bid Security can be forfeited if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or During the bid process if any information is found wrong / manipulated/hidden in the bid. The decision of the purchaser regarding forfeiture of the Bid Security and rejection of the bid shall be final & shall not be called into question under any circumstances.

4.6 Bid Validity

The bids shall remain valid for 6 months from the last date of submission of tender.

4.7 Language of Bid

The Bids and all correspondence and documents relating to the bids shall be written in the English language.

4.8 Late Bids

Any bid received by the Tenderer after the time and date for receipt of bids prescribed in the RFP document will be rejected and returned unopened to the Bidder.

4.9 Modification & Withdrawal of Bids

- i. The Bidder is allowed to modify or withdraw its submitted bid at any time before the last date prescribed for receipt of bids, by giving a written notice to the OCAC.
- ii. After the last date for receipt of bids, no modification of bids shall be allowed.
- iii. The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal may result in the forfeiture of its Bid Security.

4.10 Bid Forms

- i. Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
- ii. For all other cases, the Bidder shall design a form to hold the required information

4.11 Local Condition

- iii. Each Bidder is expected to fully get acquainted with the local conditions and factors, which would have any effect on the performance of the contract and /or the cost.
- iv. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after the issue of the letter of Award as described in the bidding documents. The tenderer shall not entertain any request for clarification from the Bidder regarding such local conditions.

- v. It is the Bidder's responsibility that such factors have properly been investigated and considered while submitting the bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the OCAC. Neither any change in the schedule of the contract nor any financial adjustments arising thereof shall be permitted by the OCAC on account of the failure of the Bidder to know the local laws/conditions.

4.12 Opening of Proposal

The evaluation of the bids shall be carried out as detailed below:

- i. Step 1: The Client will first open Pre-Qualification cum Technical Bid in the presence of Bidder's representatives who choose to attend the Bid opening meeting on the date mentioned above or on any other later day and time fixed or other enabling provisions in this behalf, in the Conference Hall, OCAC Building, Plot no-n-1/7-d, Acharya Vihar, RRL Post Office, Bhubaneswar- 751013. The Bidder's representatives who are present shall sign a register evidencing their attendance. The proposal documentation (as mentioned in clause 4 above) furnished by the bidders shall be examined to ensure that the proposal has been properly prepared, signed, and accompanied by relevant documents and criteria to substantiate compliance with the criteria as explained in this document. Only the proposals qualifying for the Preliminary Evaluation would be considered for further financial evaluation.
- ii. Step 2: The financial evaluation shall be done based on the details submitted by the bidder and the financial quote submitted in the price bid format given in **Clause-5** below.
- iii. In the event of the date specified for Bid receipt and opening being declared as a holiday, the Bids will be received/opened the following working day at the appointed times
- iv. Any Change in the schedule on which the Commercial bid would be opened and the date and time for the conduct of demonstration/presentations, if any, will be communicated to the qualified bidders through Telephone/Post/E-mail
- v. Bids that are not opened shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the bidders
- vi. The Bidder shall be responsible for the proper submission of bids and the Bid Evaluation Committee shall not be responsible for the accidental opening of Envelopes that are not properly superscribed and sealed.
- vii. OCAC reserves the right to accept or reject any Bid, to annul the bidding process and reject all Bids at any time before the award of the 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 department's action.
- viii. Failure to agree with the Terms & Conditions of the RFP/Contract: Failure of the successful Bidder to agree with the Terms & Conditions of the RFP/Contract shall constitute sufficient grounds for the annulment of the award, in which event OCAC shall forfeit the PBG and make the award to the next Best Value Bidder or call for new Bids.

4.13 Evaluation

- i. The evaluation will be conducted zone-wise for 4 different zones. The Zones are distributed in 15 Districts, 162 OLTs with 2547 Gram Panchayat. (Refer to Annexure at para 9). The bidders will be selected zone-wise based on their proposal. Generally, one ISP will be awarded one zone. However, in case of inadequate bidders, one ISP may be awarded two zones on L1 prices.
- ii. In case there is no bidder for a particular zone, then the successful L1 bidder amongst all the other zones may be offered to take up the work. If L1 expresses unwillingness, then it could be offered to L2 or L3.
- iii. When deemed necessary, during the evaluation process, OCAC may seek clarification or ask bidders to make a presentation/demonstration on any aspect from any or all of the bidders. However, that would not entitle the bidders to change or cause any change in the substance of the tender submitted or the price quoted.
- iv. The Bid Evaluation Committee constituted by the Odisha Computer Application Centre (OCAC) shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit required supporting documents / documentary evidence may lead to rejection
- v. The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee
- vi. The Bid Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals
- vii. The Bid Evaluation Committee reserves the right to reject any or all proposals based on any deviations
- viii. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- ix. The Bidder must full fill for all types of requirements as mentioned in the Financial Bid Format mentioned in Clause 6 below.

4.14 Deciding Award of Contract

- i. The bid with the lowest Total Bid Value will be considered the L1 bidder and other bidders will be ranked as L2 and L3 as per their quoted total bid value zone-wise.
- ii. For financial evaluation, the calculation will be derived based on the “Price Bid Format” only.
- iii. Bidders are supposed to fill their quote for all the fields mentioned in the “Price Bid Format”, failing which the offer shall be rejected from further consideration.
- iv. In case of a situation where the lowest bid quoted by the bidders is equal then such bidders may be offered an opportunity to submit a revised quote in sealed envelopes. In such a situation, the bidder offering the lowest revised quote shall be declared as L1. The process may be repeated till getting the single L1 bid. In such cases, no line item of the financial quote can be adjusted upward from the earlier quote.
- v. Before the expiry of the period of Bid validity, the successful Bidder/s will be notified by the tenderer, that the Bid has been accepted and in case of delay in decision then the bidders have to extend their bid validity on request of OCAC.
- vi. Individual contract agreements (Annexure -10) would be signed by OCAC/OPTCL.
- vii. The signed agreement (Annexure -10) would be treated as Contract for a period of 1 year which may get extended further with mutual agreement up to 3 years.
- viii. The bid evaluation committee’s decision would be final and binding to the bidders.

4.15 Distribution of Work for Bandwidth Commissioning /Upgradation

OCAC will award the contract to the successful bidder on zone-wise whose proposal will be determined to be substantially responsive as per the process outlined in the Criteria for Evaluation and Comparison of Technical Bids. The bidder with the lowest price quote shall be considered as L1 and the award of the contract shall be made to the bidder with the lowest cost (L1). If the L1 bidder refuses/fails to accept the Work Order within 10 (Ten) days, the next higher responsive bidder (L2) will be proposed to accept the Work Order at the rates offered by the lowest bidder (L1). If L1 bidder refuses/fails at any stage of the contract, the entire work can be given to the L2 bidder at L1 rate. OCAC reserves the right to negotiate prices during evaluation if found necessary. OCAC will notify the successful bidder in writing or email, that its proposal has been accepted. In case the tendering process has not been completed within the stipulated period, OCAC may like to request the bidders to extend the validity period of the bid. In such case, such extended period shall be accepted as mutually agreed upon. Notification of the award will constitute the formation of the contract.

4.16 Confidentiality

- i. The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders

- shall note that the confidential information will be used only for this tender and shall not be disclosed to any third party for any reason whatsoever.
- ii. At all times during the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines, and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, such employee and assignees shall agree to be bound by the term of these tender and such rules, policies, standards, guidelines, and procedures by its employees or agents.
 - iii. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract Agreement, any amendment hereof, and any Attachment or Annexure hereof.
 - iv. The obligations of confidentiality under this section shall survive till the rejection of the contract.

4.17 Publicity

Any publicity by the bidder in which the name of this Project is to be used should be done only with explicit written permission from the OCAC and OPTCL.

4.18 Disqualification

The bid is liable to be disqualified if:

- i. Not submitted by following this RFP.
- ii. During the validity of the bid or its extended period, if any, the bidder increases his quoted prices without the consent of the Client to change the bid quote.
- iii. The bidder puts his conditions with the bid.
- iv. The bid received in incomplete form or not accompanied by EMD and Tender document fee. Only Manual Bid received instead of online submission unless authorized by the Client.
- v. Bid is not accompanied by all requisite documents.
- vi. Bidder fails to enter into a contract within 30 working days of the date of notice of the award of tender or such extended period, as may be specified by an authorized representative.

4.19 Dispute Resolution

- i. OCAC and the selected Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- ii. In the event of any dispute or differences or objection whatsoever arises in any way in connection with or arising out of this instrument of the meaning of or operation by either party, then save in so far the decision of any such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly or whether the contract should be terminated or has been rightly

- terminated in whole or in part and as regards the rights and obligations of the party as the result of such termination, shall be referred for arbitration to the Secretary (IT) to the Government of Odisha who shall be the Arbitrator and his/her decision shall be final and binding on both the parties. Such arbitration proceedings shall be by the Indian Arbitration and Conciliation Act of 1996, the rules thereunder and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.
- iii. It is an express condition of the agreement that no suit regarding any matter whatsoever arising out of this agreement shall be instituted, in any Court save a court of competent jurisdiction in Bhubaneswar under the territorial jurisdiction of the High Court of Odisha.
 - iv. The Client may terminate this contract by giving a written notice of termination of a minimum of 60 days to the Internet Service Provider (ISP), if the Internet Service Provider (ISP), fails to comply with any decision which has become final and binding after exhaustion of remedies of appeal and objection reached consequent upon arbitration proceedings under Clause 4.19(ii) above.
 - v. Even though the settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work following the provisions under this contract to ensure the continuity of operations.

4.20 Limitation of Liability

Under no circumstances shall the Supplier be liable to the customer for any indirect, special, incidental, punitive, exemplary, or consequential damages, whether foreseeable or not nor shall the Supplier be liable to the customer for loss of profits, loss of business, loss of revenue, loss of goodwill, loss of data, etc. which may arise under or according to this contract, provided that this exclusion shall not apply to any obligation of the supplier/selected bidder to pay liquidated damages or SLA penalty to the Purchaser; and. Notwithstanding anything under this agreement Supplier's total liability to the customer for all claims, in the aggregate, under or in connection with this tender will be limited to an amount equal to the fees paid under this tender for the preceding twelve (12) month period from the date of such claim, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

4.21 Applicable Law

The contract shall be governed by the laws and procedures established by Govt. of India/ State of Odisha within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

4.22 Contract amendment

No variation in or modification of the terms of the Contract shall be made except by a written amendment signed by both parties.

4.23 Exit Management

1. Purpose

- a) This clause sets out the provisions that will apply on expiry or termination of the contract.
- b) In the case of termination of contract due to illegality, OCAC will decide at that time whether, and if so during what period, the provisions of this clause shall apply.
- c) The Parties shall ensure that their respective associated entities, authorized representatives of or its nominated agencies, and the successful bidder, carry out their respective obligations set out in this Exit Management Clause.

2. Cooperation and Provision of Information

During the exit management period:

- d) The bidder will allow OCAC/OPTCL or its nominated agencies access to the information reasonably required to define the then-current mode of operation associated with the provision of the services to enable it to assess the existing services being delivered;
- e) Promptly on reasonable request by the OCAC/OPTCL or its nominated agencies, the bidder shall provide access to and copies of all information held or controlled by it, which have been prepared or maintained following the contract. OCAC or its nominated agencies shall be entitled to copy all such information. Such information shall include details about the services rendered and other performance data. The vendor shall permit the OCAC/OPTCL or its nominated agencies and/or any Replacement vendor to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the vendor and to assist appropriate knowledge transfer.

3. Confidential Information, Security, and Data

- i. The vendor will promptly on the commencement of the exit management period supply to the OCAC/OPTCL or its nominated agencies the following:
 - a) Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance of the services; and
 - b) Documentation relating to Intellectual Property Rights; and
 - c) OCAC data and confidential information; and
 - d) All current and updated departmental data as is reasonably required for purposes of the OCAC or its nominated agencies transitioning the services to its replacement vendor in a readily available format; and
 - e) All other information (including but not limited to documents, records, and agreements) relating to the services reasonably necessary to enable OCAC or its nominated agencies, or its Replacement vendor to carry out due diligence to

transition the provision of the Services to the OCAC or its nominated agencies, or its Replacement Operator (as the case may be).

- ii. Before the expiry of the exit management period, the Vendor shall deliver to the OCAC or its nominated agencies all new or updated materials from the categories set out in point (1) above, and shall not retain any copies thereof, except that the Vendor shall be permitted to retain one copy of such materials for archival purposes only.
- iii. Before the expiry of the exit management period, unless otherwise provided under the contract, OCAC or its nominated agencies shall deliver to the Vendor all forms of Vendor confidential information which is in the possession or control of OCAC or its nominated agencies or its users

4. Right of Access to Premises

- i. At any time during the exit management period, where Assets are located at the ISP premises about this project, the ISP will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) OCAC or its nominated agencies.
- ii. The ISP shall also give OCAC or its nominated agencies, the right of reasonable access to the ISP's premises and shall procure the OCAC or its nominated agencies, rights of access to relevant third-party premises during the exit management period and for such period following termination or expiry of the contract as is reasonably necessary to migrate the services to OCAC or its nominated agencies.

5. General Obligations of the Internet Service Provider (ISP).

- i. The ISP shall provide all such information as may reasonably be necessary to effect as seamless handover as practicable in the circumstances to OCAC or its nominated agencies or its replacement Vendor and which the ISP has in its possession or control at any time during the exit management period.
- ii. For this Clause, anything in the possession or control of any Vendor or associated entity is deemed to be in the possession or control of the ISP.
- iii. The ISP shall commit adequate resources to comply with its obligations under this Exit Management Clause.

6. Exit Management Plan

- i. The ISP shall provide OCAC or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management concerning the contract as a whole and about the Project Implementation, the Operation and Management SLA and scope of work.
 - a) A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor 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; and

- b) Plans for communication with such of the ISP's staff, suppliers, customers, and any related third party as are necessary to avoid any material detrimental impact on OCAC's operations as a result of undertaking the transfer; and
 - c) If applicable, proposed arrangements for the segregation of the ISP's networks from the networks employed by OCAC or its nominated agencies and identification of specific security tasks necessary at termination; and
 - d) Plans for provision of contingent support to the OCAC or its nominated agencies, and Replacement Vendor for a reasonable period after transfer to provide service for replacing the Services.
- ii. The ISP shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
 - iii. Each Exit Management Plan shall be presented by the ISP to and approved by OCAC or its nominated agencies.
 - iv. In the event of termination or expiry of the contract, each Party shall comply with the Exit Management Plan.
 - v. During the exit management period, the ISP shall use its best efforts to deliver the services.
 - vi. Payments during the Exit Management period shall be made following the Terms of Payment Clause.
 - vii. This Exit Management plan shall be furnished in writing to the OCAC or its nominated agencies within 90 days from the Effective Date of the contract.

4.24 Acceptance Test

OCAC/OPTCL will conduct the Acceptance Test and will issue the Certificate of Completion. During the Acceptance test OCAC will verify the services as mentioned in the RFP. The selected ISP will provide full support including a testing facility during the validity of Contract.

4.25 Performance Bank Guarantee

- a) The successful bidder shall at its own expense deposit with OCAC, within thirty (30) days of the date of notice of award of the contract or before the signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized/Scheduled bank payable on demand, for the due performance and fulfillment of the contract by the bidder. The format of PBG is given at Annexure-8 of this document.
- b) The Performance Bank Guarantee shall be denominated in the currency of the Contract and shall be by bank guarantee.
- c) **This Performance Bank Guarantee will be for an amount of 10% of the Total Work Award Value.** All charges whatsoever such as premium; commission etc. concerning the Performance Bank Guarantee shall be borne by the bidder.

- d) The Performance Bank Guarantee shall be valid till the end of six months after the period of end of the contract.
- e) The Performance Bank Guarantee may be discharged/returned by OCAC upon being satisfied that there has been the due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- f) In the event of the bidder being unable to service the contract for whatever reason, OCAC would invoke the PBG. OCAC shall notify the ISP in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the ISP is in default. This will be in addition to other penal actions that can be initiated by OCAC as detailed in RFP.
- g) OCAC shall also be entitled to make recoveries from the Bidder bills, PBG or any other payment due, in case of any error/ omission on the bidder's part

4.26 Support from External Agency

In case, if Service Provider wishes to have support from any external agency, it's very necessary to inform OCAC in writing, before allowing them to work on OCAC infrastructure. Similarly, if the ISPs want to take support for the last mile from LCOs, the same should be intimated along with a copy of their agreement to OCAC. The information should contain all respective information about the company from whom support has been extended, the person/group of people, and the segment in which services have been taken. On completion of the task, another report should be submitted by mentioning action taken by this person/group of people from an external agency, with duration. The Internet Service Provider (ISP) is solely responsible for the action taken by such agency on their behalf. No Data/Information should be sent out of the premise without obtaining prior written confirmation from the OCAC.

4.27 Termination of Contract

A. Termination for default

OCAC, without prejudice to any other remedy for breach of Contract or non-compliance with service levels, by written notice of default sent to the Bidder, may terminate the Contract fully or in part:

- ❖ If the selected Bidder fails to deliver any or all Contracted services as per service standards specified in the Contract or
- ❖ If the selected Bidder fails to perform any other obligation(s) under the Contract as per the contract timeline and for the period of the contract, or
- ❖ If the Bidder/ selected Bidder has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

In the event OCAC terminates the Contract in whole or in part, it may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered,

and the selected Bidder shall be liable to OCAC for any excess costs for such similar services. However, the Bidder may continue the performance of the Contract to the extent not terminated. OCAC would not be liable to pay any damages to the selected Bidder in cases comprising Termination for default.

B. Termination for insolvency

OCAC may at any time terminate the Contract by giving written notice to the selected Bidder if the selected Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the OCAC.

C. Termination for Convenience

OCAC, by written notice sent to the successful bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for its convenience. In case of termination for convenience, OCAC would pay the bidder cost of services provided till the date of the termination. The PBG in such a case would be refunded to the successful bidder.

4.28 Notices

- ❖ Any notice or other document, which may be given by either Party under this SLA, shall be given in writing and signed by the duly authorized representatives of the Parties. The notice or document may be given either in person or by pre-paid recorded delivery post or by e-mail. A notice shall be effective from the date when delivered, tendered, or affixed on the notice board whichever is earlier.
- ❖ To a notice given under this Agreement, any such notice or other documents shall be addressed to the other Party's principal or registered office address.
- ❖ Immediately upon the signing of the Agreement, ISP will appoint its duly authorized representative/ nodal person who will be taking/ sending notices on behalf of ISP and will be responsible for deliverables and communication with OCAC. ISP will confirm in writing the name of the nodal person to OCAC along with his/ her official email address. Similarly, OCAC will appoint a nodal officer and inform ISP.

4.29 Interpretation of Clauses

In case of any ambiguity in the interpretation of any of the clauses in the bid document, OCAC's interpretation of the clauses shall be final and binding on all parties.

4.30 Third-Party Claims

- ❖ The Bidder (the "Indemnifying Party") within its scope of work undertakes to indemnify the OCAC claims or damages including losses, claims or damages on account of bodily injury, death or damage to tangible property.

- ❖ The Bidder shall indemnify OCAC against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in reference to this project in India.

4.31 Force Majeure

- a) 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
- b) 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. OCAC will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the ISP 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
- c) 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

4.32 Service Level Agreement

I. The below-mentioned penalty shall be applicable for the Pre-implementation period.

#	Deliverable Item	Timeline	Applicable Penalty
1	1 Gbps Internet Leased Line to the OLTs	1 month from the date of signing of agreement.	For each 7 days delay, 0.5 % of the Quarterly value will be deducted maximum up to 3% of the Quarterly value. After that OCAC will have the right to dismiss the contract.
2	10 Mbps connectivity from OLT to GP/ONT.	2 months from the date of signing of agreement.	For each 7 days delay, 0.5% of the quarterly value will be deducted a maximum of up to 3% of the quarterly value. After that OCAC will have the right to dismiss the contract.

#	Deliverable Item	Timeline	Applicable Penalty
3	2 nos (Govt. Organization) of leased line connectivity from the GP level	<ul style="list-style-type: none"> 1st Connectivity: 4 months from the date of signing of agreement. 2nd Connectivity: 7 months from the date of signing of agreement. 	For each 7 days delay, 0.5 % of the quarterly value will be deducted a maximum of up to 3% of the quarterly value. After that OCAC will have the right to dismiss the contract.
4	Committed quarterly FTTH connections	To be completed every quarter as per the target	Delay will lead to 0.5% per week to a maximum of 1% of the quarterly payment

The applicable penalty amount may be forfeited from the BG submitted by the Bidder.

4.33 Payment Terms

- i. Quarterly Bill would be processed against the services provided by the bidder as per the Terms and Conditions of the Tender / Service Level Agreement (SLA).
- ii. The Commissioning of individual circuits would form the basis for initiating the billing cycle of that particular circuit. However, 1st day of successive months shall be considered as the date for the commencement of the commercial billing cycle and payment of fees by OCAC in terms of this agreement against the quarterly deliverables.
- iii. For any circuit which is commissioned and made operational during a quarterly billing cycle, pro- rata payments will be made for the commissioning quarter after getting a duly acceptance report by TPA or any other agency appointed by OCAC.
- iv. The ISP's request for the payment shall be made at the end of each quarter by invoices along with the following supporting documents mentioned below;
 - a) Performances statistics
 - b) Any other documents necessary in support of the services performances as well as rates acceptable to OCAC.
- v. On the receipt of such invoiced after verification by the OCAC/Third Party Agency and after deducting Tax, other taxes and any penalties, OCAC shall pay the amount.
- vi. The currency of payment shall be Indian National Rupees

4.34 Representation & Warranties by Bidder

- a) There is no pending or threatened actions, suits or proceedings affecting the Bidder or its affiliates or any of their respective assets before a court, governmental agency, commission or arbitrator or administrative tribunal which affects the Bidder's ability to perform its obligations under the Agreement; and neither Bidder nor any of its affiliates have immunity from the jurisdiction of a court or from legal process (whether through

service of notice, attachment prior to judgment, attachment in aid of execution or otherwise);

- b) The Bidder confirms that all representations and warranties of the Bidder outlined in the bid are true, complete and correct in all respects;
- c) No information given by the Bidder about the Agreement, project documents or any document comprising security contains any material misstatement of fact or omits to state as fact which would be materially adverse to the enforcement of the rights and remedies of OCAC or which would be necessary to make any statement, representation or warranty contained herein or therein true and correct;

5 Price Bid Format

FINANCIAL BID: Zone 1

A: Mandatory Deliverables by the Bidder

- | | | |
|------|--|---------|
| i) | 1 Gbps ILL at OLT level from authorized NLD provider | 29 Nos |
| ii) | 10Mbps ILL at GP level | 472GPs |
| iii) | 5/10 Mbps ILL to two Government Institutions | 944 Nos |

B.Bid:

Cost of 1 Gbps ILL at the OLTs in Rs lakhs (B)	Minimum no of FTTH Connections (C)	Average Revenue+ per connection per month (D)	Total generated revenue per year (E=C*D*12)	Proposed revenue share by ISP in percentage (F%)	Total Revenue shared by the ISP to State Govt. per year (G = E*F%) Rs in Lakhs	Total support required for the zone keeping in view the mandatory deliverables as mentioned in A (I, ii & iii) (Rs. In lakhs) (H=B-G)

The support required may be derived as follows:

Total cost of bandwidth provisioning at OLTs per year – Total discount in terms of revenue share by the ISP for total number of committed FTTH connections. Support Required from the Govt. for sustenance of the ISP (H) will be considered for deciding the L1 value.

Support Required from the Govt. for sustenance of the ISP (H) will be considered for deciding the L1 value.

FINANCIAL BID Zone: 2

A: Mandatory Deliverables by the Bidder:

- | | | |
|------|--|----------|
| i. | 1 Gbps ILL at OLT level from authorized NLD provider | 41 Nos |
| ii. | 10Mbps ILL at GP level | 705GPs |
| iii. | 5/10 Mbps ILL to two Government Institutions | 1410 Nos |

B.Bid:

Cost of 1 Gbps ILL at the OLTs in Rs lakhs (B)	Minimum no of FTTH Connections (C)	Average Revenue+ per connection per month (D)	Total generated revenue per year (E=C*D*12)	Proposed revenue share by ISP in percentage (F%)	Total Revenue shared by the ISP to State Govt. per year (G = E*F%) Rs in Lakhs	Total support required for the zone keeping in view the mandatory deliverables as mentioned in A (i, ii & iii) (Rs. In lakhs) (H=B-G)

The support required may be derived as follows:

Total cost of bandwidth provisioning at OLTs per year – Total discount in terms of revenue share by the ISP for total number of committed FTTH connections.

Support Required from the Govt. for sustenance of the ISP (H) will be considered for deciding the L1 value.

FINANCIAL BID Zone :3

A: Mandatory Deliverables by the Bidder

- iv. 1 Gbps ILL at OLT level from authorized NLD provider 48 Nos
- v. 10Mbps ILL at GP level 716 GPs
- vi. 5/10 Mbps ILL to two Government Institutions 1432 Nos

B.BID:

Cost of 1 Gbps ILL at the OLTs in Rs lakhs (B)	Minimum no of FTTH Connections (C)	Average Revenue+ per connection per month (D)	Total generated revenue per year (E=C*D*12)	Proposed revenue share by ISP in percentage (F%)	Total Revenue shared by the ISP to State Govt. per year (G = E*F%) Rs in Lakhs	Total support required for the zone keeping in view the mandatory deliverables as mentioned in A (i, ii & iii) (Rs. In lakhs) (H=B-G)

The support required may be derived as follows:

Total cost of bandwidth provisioning at OLTs per year – Total discount in terms of revenue share by the ISP for total number of committed FTTH connections.

Support Required from the Govt. for sustenance of the ISP (H) will be considered for deciding the L1 value.

FINANCIAL BID Zone :4

A: Mandatory Deliverables by the Bidder

- | | | |
|------|--|----------|
| i) | 1 Gbps ILL at OLT level from authorized NLD provider | 44Nos |
| ii) | 10Mbps ILL at GP level | 654GPs |
| iii) | 5/10 Mbps ILL to two Government Institutions | 1308 Nos |

B: BID

Cost of 1 Gbps ILL at the OLTs in Rs lakhs (B)	Minimum no of FTTH Connections (C)	Average Revenue+ per connection per month (D)	Total generated revenue per year (E=C*D*12)	Proposed revenue share by ISP in percentage (F%)	Total Revenue shared by the ISP to State Govt. per year (G= E*F%) Rs in Lakhs	Total support required for the zone keeping in view the mandatory deliverables as mentioned in A (i, ii & iii) (Rs. In lakhs) (H=B-G)

The support required may be derived as follows:

Total cost of bandwidth provisioning at OLTs per year – Total discount in terms of revenue share by the ISP for total number of committed FTTH connections.

Support Required from the Govt. for sustenance of the ISP (H) will be considered for deciding the L1 value.

6 Annexure: Letter of Proposal

To,
General Manager (admin),
Odisha Computer Application Centre,
Acharya Vihar, RRL Post Office
Bhubaneswar.

Ref: RFP Notification no <xxxx> dated <dd/mm/yy>

Subject: Submission of the Technical & Financial bid for selection of Internet Service Provider-through BharatNet Phase II .

Dear Sir/Madam,

We, the undersigned, offer to provide minimum number of FTTH Connections at the GP level through BharatNet phase II, 1 Gbps connectivity to each OLT, 10 mbps leased line connectivity to Gram Panchayat and commissioning two numbers of ILL circuit of 5/10 Mbps at govt. offices within 500 mtrs of the GP with reference to your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

We declare that this is our sole participation in this RFP bid and we are not participating/co-participating through any of other related party or channel.

We understand you are not bound to accept any Proposal you receive. It is further certified that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours very truly,

Place:

Bidder's Company Seal:

Date:

Authorized Signatory's Signature:

Authorized Signatory's Name and
Designation:

7 Annexure: Declaration That Bidder has not been blacklisted

To be submitted on the Letterhead of the responding agency)

{Place}

{Date}

To,
General Manager Admin,
Odisha Computer Application Centre,
Acharya Vihar, RRL Post Office
Bhubaneswar

Ref: RFP Notification no <xxxx> dated <dd/mm/yy>

Subject: Self Declaration of not been blacklisted in response to the RFP for selection of Internet Bandwidth Service Provider for BharatNet Phase II.

Dear Sir/Madam,

We confirm that our company, _____, is not blacklisted in any manner whatsoever by any of the State/UT and/or central government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice. It is further certified that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Yours very Truly,

Place:

Bidder's Company Seal:

Date:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note: The Bidder shall necessarily provide a copy of 'Power of Attorney' authorizing the signatory for signing the Bid on behalf of the Bidder in its Pre-Qualification Bid.

8 Annexure: Performance Bank Guarantee Format

{Place}

{Date}

To, General Manager Admin,
Odisha Computer Application Centre,
Acharya Vihar, RRL Post Office
Bhubaneswar

Ref: RFP Notification no <xxxx> dated <dd/mm/yy>

1. Whereas _____ having its registered office at _____ (hereinafter called “Internet Service Provider”) has provided FTTH,ILL and IPMPLs service under RFP for selection of Internet Service Provider (ISP)for BharatNet Phase II for period of 1 year (as per BoQ in the Financial format) as per agreement/supply order No._____ dated _____ signed between _____ OCAC on behalf of Department of IT, Government of Odisha (hereinafter called “Client”) and them and as per the agreement/supply order the _____ is supposed to furnish Performance Security for provisioning of services as stipulated in the RFP during 1 years contract period.
2. NOW THEREFORE KNOW ALL THE MAN THESE PRESENTS THAT WE, The _____, having its registered office at _____ (hereinafter called “the Bank”) are bound up to the Client in the sum of INR_____ (INR _____) for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assignees by these presents.
3. The Bank further undertakes to pay to the purchaser up to the above amount on receipt of its first written demand, without the Client having to substantiate its demand. The Client’s decision in this regard shall be final and shall not be called upon to question under any circumstances. The Bank Guarantee will remain in force up to _____. However, its validity can be got extended before _____ solely at the instance of the Purchaser. This clause shall remain valid not withstanding anything else contained to the contrary in this document.
4. Our liability under this guarantee is restricted to INR_____ (INR _____) and it will remain enforce up to _____ unless a demand in writing is received by the bank on or before _____, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all the liabilities thereunder.
5. Stamped with rubber stamp of the said Bank this _____ day of _____, 2023.

RFP for Selection of Internet Service Providers for BharatNet Phase II

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____, 2023

for Bank _____

Witness

Signature

Name

9 Annexure: Details of Sites

9.1 Annexure I: List of ONT and OLT

Zone	District Name	Number of Blocks	Number of OLTs	Number of GPs having ONTs
Zone-1	SAMBALPUR	9	11	141
	JHARSUGUDA	5	6	78
	BARGARH	12	12	253
Zone-2	BOLANGIR	14	17	315
	SONEPUR	6	7	109
	KALAHANDI	7	10	150
	NUAPADA	5	7	131
Zone-3	RAYAGADA	11	13	184
	KORAPUT	14	15	238
	NABARANGPUR	10	11	190
	MALKANGIRI	7	9	104
Zone-4	ANUGUL	8	15	222
	KEONJHAR	4	5	93
	MAYURBHANJ	4	4	64
	SUNDARGARH	17	20	275
Total		133	162	2547

10 Annexure – Draft Master Service Agreement (MSA):

MASTER SERVICE AGREEMENT FOR SELECTION OF ISPs for BHARATNET PHASE II.

This agreement is made on _____ 2023 between Odisha Computer Application Centre, the Technical Directorate of Electronics and Information Technology Department, Government of Odisha having its office at Plot – N-1/7-D, Po- RRL, Acharya Vihar Square, Bhubaneswar - 751013, Odisha. (hereinafter called “the Purchaser”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, administrator, executive & representative of the one part,

And

M/s ##### company registered under the Companies Act, 1956 having its registered office at ----- (hereinafter called Internet “the ISP”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, administrator, executive and representatives of the other part.

WHEREAS OCAC had invited Request for Proposal (RFP) for the **Selection of ISPs** vide RFP reference no. OCAC.....Dated dd/mm/yyyy. Based on the tender evaluation, M/s ##### has been selected for Zone##

And in pursuance of above facts the parties have agreed to enter into this agreement.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as “Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - 2.1 RFP floated by OCAC vide Reference No. ,, , , , , , , , , , Dated dd/mm/yyyy and all corrigenda published there after
 - 2.2 Lol/Purchase Order issued by OCAC vide xxxxxxxxxx / Dated: xx-xx-xxxx

RFP for Selection of Internet Service Providers for BharatNet Phase II

- 2.3 Technical bid and Commercial furnished by ISPs with respect to RFP along all declarations, clarifications submitted by the ISP
- 2.4 The General Conditions of Contract
- 2.5 The Special Conditions of Contract
- 2.6 Following Appendix to GC and SC:
 - 2.6.1 Appendix-A: Scope of Work (as per Section 3 of the RFP)
 - 2.6.2 Appendix-B: Delivery of services and timelines (as per Section 3 of the RFP)
 - 2.6.3 Appendix-C: Cost of Service / Detailed Price Breakup (as per financial bid submitted by the ISP)
- 2.7 The mutual rights and obligations of the Purchaser and the ISP shall carry out the Services in accordance with the provisions of the Contract; in particular:
 - 2.7.1 ISPs shall carry out the services in accordance with the provisions of the Contract, and
 - 2.7.2 OCAC shall make payments to the ISPs in accordance with the provisions of the Contract.

Detailed Provisions of the agreement are followed in next sections

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year above written.

Witness

Witness

For and on behalf of Purchaser

For and on behalf of ISP For Zone.....

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Witness

Witness

Name:

Name:

Address:

Address:

Witness

Witness

Name:

Name:

1. GENERAL CONDITIONS OF CONTRACT

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Applicable Law(s)" means the laws and any other instruments having the force of law in India.
- b) "Bidder" means the entity bidding for the services under the Contract.
- c) "ISP" means M/s ##### whose proposal to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement and may provide or provides the Services to the Purchaser under this Contract.
- d) "Contract" means the Agreement entered into between the Purchaser and the ISP, together with the contract documents referred to therein, including General Conditions (GC), the Special Conditions (SC), all the attachments, appendices, annexure, and all documents incorporated by reference therein.
- e) "Deliverables" means the services agreed to be delivered by the ISP in pursuance of the agreement as defined more elaborately in the RFP, RFP means the published RFP along with all corrigenda;
- f) "Effective Date" means the date on which this Contract comes into force i.e. Date of signing of the contract.
- g) "Day" means a Govt. of Odisha working day.
- h) "GC" mean these General Conditions of Contract.
- i) "Government" means the Government of Odisha
- j) "In writing" means communicated in written form with proof of receipt.
- k) "Intellectual Property Rights" means any patents, copyrights, trademarks, trade names, industrial design, trade secret, permit, service marks, brands, proprietary information, knowledge, technology, licenses, databases, software, know-how, or other form of intellectual property rights, title, benefits or interest, whether arising before or after execution of the Contract.
- l) "Member" means any of the entities whose product/item will be supplied by the ISP.

- m) "Party" means the Purchaser or the ISP, as the case may be, and "Parties" means both of them.
- n) "Personnel" means persons hired or appointed by the ISP and assigned to the performance of the Services or any part thereof.
- o) "Purchaser" means Odisha Computer Application Centre (OCAC), Designated Technical Directorate of Information Technology Department, Government of Odisha an entity purchasing the services under this Contract.
- p) "Resident" means normal resident of Odisha
- q) "RFP" means Request for the **Selection of ISPs for BharatNet Phase II with clearly defined scope of work as contained** vide RFP reference no. XXXXX Dated DD/MM/YYYY along with all corrigenda.
- r) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- s) "Services" means the work to be performed by the ISP pursuant to this Contract, as described in **Appendix-A** hereto.
- t) The "Selected Agency" means Agency which is selected through the tender process i.e. ISP.

1.2. Interpretation

1.2.1. In this Agreement, unless otherwise specified:

- 1.2.1.1. References to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement.
- 1.2.1.2. Use of any gender includes the other genders.
- 1.2.1.3. A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- 1.2.1.4. Any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- 1.2.1.5. References to a 'business day' shall be construed as a reference to Govt. of Odisha Working Day
- 1.2.1.6. References to times are to Indian Standard Time;

1.2.1.7. A reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and

1.2.1.8. All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

1.3. Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

1.3.1. As between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;

1.3.2. As between the provisions of this Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and

1.3.3. As between any value written in numerals and that in words, the value in words shall prevail.

1.4. Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Purchaser and the ISP. The ISP, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.5. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.

1.6. Legal Jurisdiction

Any dispute arising out of this agreement shall be subject to the exclusive jurisdiction of Odisha High Court in Cuttack, Odisha.

1.7. Language

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.8. Notices

1.8.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to

have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

- 1.8.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 1.8.3. Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the ISP may be taken or executed by the officials specified in the SC.
- 1.8.4. Taxes and Duties: All taxes would be paid on actuals as per applicable laws.

1.9. Fraud and Corruption

1.9.1. Definitions

It is the Purchaser's policy to require that the Purchaser as well as ISP observe the highest standard of ethics during the selection and execution of the Contract. The Purchaser also requires that the ISP does not demand any service charges from the Resident unless the same is agreed with the Purchaser in advance. In pursuance of this policy, the Purchaser:

Defines, for the purpose of this provision, the terms set forth below as follows:

- a) "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract with the Purchaser; and includes collusive practice with ISP prior to or after proposal submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- c) "Collusive practices" means a scheme or arrangement between two or more ISPs, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;
- d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
- e) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;

1.9.2. Measures to be taken by the Purchaser

- a) The Purchaser may terminate the contract if it is proven that at any time the representatives or employees of the ISP were engaged in corrupt, fraudulent, collusive or coercive practices during the execution of the contract, without the ISP having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation.
- b) The Purchaser may also sanction against the ISP, including declaring the ISP ineligible for a stated period of time (as decided by purchaser), to be awarded a contract if it at any time it is proven that that the ISP has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1. Term of Contract

The term under this Contract will be for a period of 36 months which shall start from effective date of Contract.

2.2. Extension of Contract

- 2.2.1. If required, the Purchaser may extend the contract period on yearly basis on mutually agreed terms and conditions after the initial 3 years of services based on performance of the ISP.
- 2.2.2. The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the ISP, at least 1 month before the expiration of the term hereof, whether it will grant the ISP an extension of the term. The decision to grant or refuse the extension shall be at the Purchaser's discretion.
- 2.2.3. Where the Purchaser is of the view that no further extension of the term be granted to the ISP, the Purchaser shall notify the ISP of its decision at least 1 (One) month prior to the expiry of the Term. Upon receipt of such notice, the ISP shall continue to perform all its obligations hereunder, until such reasonable time beyond the term of the Contract with the Purchaser.

2.3. Termination of Contract

- 2.3.1. Normal termination of the contract would happen at the end of the tenure.
- 2.3.2. Termination for default
 - 2.3.2.1. OCAC without prejudice to any other remedy for breach of Contract or noncompliance with service levels, by written notice of default sent to the ISP, may terminate the Contract fully or in part:

2.3.2.2. If the ISP fails to deliver any or all Contracted services as per service standards specified in the Contract or

2.3.2.3. If the ISP fails to perform any other obligation(s) under the Contract as per the contract timeline and for the period of contract, or

2.3.2.4. If the ISP has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

2.3.2.5. In the event OCAC terminates the Contract in whole or in part, OCAC may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the ISP shall be liable to OCAC for any excess costs for such similar services. However, the ISP may continue performance of the Contract to the extent not terminated. OCAC would not be liable to pay any damages to the ISP in cases comprising Termination for default.

2.3.2.6. Premature termination of the contract would happen due to conditions of breach happening due to reasons solely and entirely attributable to the ISP, provided prior 30 days written notice to rectify the same is given by the OCAC and failure by the ISP to rectify in the notice period.

2.3.3. Termination for insolvency

2.3.3.1. OCAC may at any time terminate the Contract by giving written notice to the ISP / if the ISP becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the ISP, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the OCAC.

2.3.4. Termination for Convenience

2.3.4.1. OCAC, by written notice of 30 days sent to the ISP, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for its convenience. In case of termination for convenience, OCAC would pay to ISP cost of services provided till the date of the termination. The PBG in such a case would be refunded to the ISP.

2.4. Binding Clause

All decisions taken by the Purchaser regarding the processing of the Contract shall be final and binding on all parties concerned.

2.5. Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may be made by written communication between the Parties and after Prior Mutual consent by both the parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.6. Force Majeure

2.6.1. The ISP shall not be liable for forfeiture of its Performance bank guarantee, Liquidated Damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2.6.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the ISP and not involving the ISP fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the OCAC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

2.6.3. If a Force Majeure situation arises, the ISP shall promptly notify the authorized representative of OCAC in writing of such condition and the cause thereof. Unless otherwise directed by the authorized representative of OCAC in writing, the ISP shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.7. Performance Bank Guarantee

The ISP submitted the performance bank guarantee of amounting INR 1,00,000(One Lakh) And valid till 6 months from the last date of submission of the bid which shall be renewed at appropriate time for the duration of the contract or based on the extension).The Performance Bank Guarantee may be discharged / returned by OCAC upon being satisfied that there has been due performance of the obligations of the ISP under the contract and the services have been completed. However, no interest shall be payable on the Performance Bank Guarantee. In the event of ISP being unable to service the contract for whatever reason, OCAC would evoke the PBG. OCAC shall notify the ISP in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the ISP is in default. This Performance Bank Guarantee (PBG) shall remain valid for sixty days beyond all the contractual obligations.

The Bank Guarantee towards EMD will be refunded by OCAC within 30 days from the contract signing date.

After the PBG submitted by the ISP for 1 years and 3 months period, they need to renew the PBG for further period of the contract if the purchaser notifies the ISP to extend the contract for

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further period and the PBG shall be valid for extended contract period + 6 months.

3. OBLIGATIONS OF THE ISP

3.1. General

3.1.1. Standard of Performance

The ISP shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The ISP shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties.

3.2. General Confidentiality

Except with the prior written consent of OCAC or its client department/organization, the ISP and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the ISP and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.3. Intellectual Property Rights (IPR)

3.3.1. OCAC shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the ISP solely during the performance of Services and for the purposes of inter alia use or sub-license of such Services under this Contract. The ISP undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to OCAC and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of OCAC.

3.3.2. ISP will continue to retain their rights in the materials/items they bring under this agreement for their own use or better result/output of the project and ISP would inform OCAC, details of such materials/items.

3.3.3. Notwithstanding anything to the contrary contained herein, the ISP will defend, indemnify and hold harmless, OCAC against any suit or claim brought by a third party that the possession or use of the software, programs, firmware and hardware, materials or documents infringes such third parties intellectual property rights or is a misuse of its Confidential Information.

4. GOOD FAITH

4.1. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

4.2. Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 5 hereof.

5. SETTLEMENT OF DISPUTES

- 5.1.** The Purchaser and the ISP shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them under or in connection with the Contract.
- 5.2.** If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the ISP have been unable to resolve amicably a Contract dispute, the dispute should be referred to the Chief Executive Officer, OCAC for resolution.
- 5.3.** If, after thirty (30) days from the commencement of such reference, Chief Executive Officer, OCAC have been unable to resolve amicably a Contract dispute between the Purchaser and the ISP, either party may require that the dispute be referred to the Secretary to Govt., E&IT Department, Govt. of Odisha for resolution.
- 5.4.** Any dispute or difference whatsoever arising between the parties (Purchaser and ISP) to the Contract out of or relating to the construction, meaning, scope, operation or effect of the Contract or the validity of the breach thereof, which cannot be resolved through the process specified above, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. In the event the parties cannot agree to sole arbitrator, such arbitrator shall be appointed in accordance with the Indian Arbitration and Conciliation Act, 1996 or any statutory modifications thereof.

5.5. The arbitration proceedings shall be held at Odisha and the language of the arbitration shall be English. Courts of Bhubaneswar shall have exclusive jurisdiction in relation to the disputes arising out of the present agreement.

6. ADHERENCE TO SAFETY PROCEDURES, RULES & REGULATIONS

6.1. The ISP shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non-compliance or violation of laws including Information Technology Act, 2000 (and amendments thereof).

6.2. Statutory Audit

6.2.1. The deliverables prepared for this project are subject to audit (by TPA, CAG or other entities). The ISP should help OCAC during preparation of compliances of audit without any additional cost.

6.2.2. All technical documents/deliverables shall be in favour of the OCAC and shall be submitted to the OCAC before final payment or on demand.

6.2.3. All records pertaining to this work shall be made available to the OCAC and its authorized agencies upon request for verification and/or audit, on the basis of a written request.

7. LIMITATION OF LIABILITY

7.1. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.

7.2. Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.

7.3. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of the ISP under this Agreement shall not exceed the contract value of the ISP under this Agreement.

8. INDEMNITY

8.1. The ISP shall indemnify OCAC 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:

8.1.1. Any negligence or wrongful act or omission by the ISP or any third party associated with ISP in connection with or incidental to this Contract or;

8.1.2. Any breach of any of the terms of this Contract by the ISP, the ISP's Team or any third party

8.1.3. Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof

8.2. The ISP shall also indemnify OCAC against any privilege, claim or assertion made by a third party with respect to right or interest in, service provided as mentioned in any Intellectual Property Rights and licenses

8.3. All indemnification obligations shall be subject to the Limitation of Liability clause.

9. CHANGE REQUEST MANAGEMENT

9.1. Change Management Procedure

Any requirement beyond the scope will be treated as Change Request (CR) and the process to address the change request is as follows:

- Identification and documentation of change request requirement– The details of scope of change will be analyzed and documented.
- Estimate – OCAC will ask ISP to submit the estimate in terms of cost.
- Approval or disapproval of the change request – Technical Committee constituted by OCAC will approve or disapprove the change requested including the additional payments, after analysis and discussion with ISP on the impact of the change on schedule.
- Implementation of the change Request– The change will be implemented in accordance to the agreed cost, effort, and schedule. ISP shall consolidate all approved CRs and raise invoice to OCAC accordingly.

10. ACTION AND COMPENSATION IN CASE OF DEFAULT

10.1. Conditions for default:

- a) The deliverables at any stage of the project as developed/ implemented by the ISP do not take care of all or part thereof of the Scope of Work as agreed and defined under the Contract with the Purchaser.
- b) The deliverables at any stage of the project as developed/ implemented by the ISP fails to achieve the desired result or do not meet the intended quality and objective as required by the Purchaser.
- c) The documentation is not complete and exhaustive.
- d) There is a change in resource before the completion of a pre-defined period.

10.2. The Purchaser may impose penalties on the ISP providing the Services as per the Service Levels defined under this Contract.

11. SERVICE LEVEL AND PENALTY

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the ISP to OCAC for the duration of this contract.

The ISP and OCAC shall regularly review the performance of the services being provided by the ISP and the effectiveness of this SLA

11.1. Definition

For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:

- "Uptime" shall mean the time period for which the specified services / components with specified technical and service standards are available to OCAC or relevant user / beneficiary. Uptime, in percentage, of any services can be calculated as:

Uptime = {1- [(Downtime) / (Total Time – Scheduled Maintenance Time)]} * 100

- "Downtime" shall mean the time period for which the specified services / components with specified technical and service standards are not available to OCAC or relevant user / beneficiary and excludes the scheduled outages planned in advance.
- "Incident" refers to any event / abnormalities in the functioning of the ISP provided Equipment / specified services that may lead to disruption in normal operations of the ISP services.
- "Helpdesk Support" shall mean the 24x7 support centre which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract.
- "Resolution Time" shall mean the time taken in resolving (diagnosing, troubleshooting and fixing) an incident after it has been reported at the helpdesk or autodetected by the

NMS/EMS of the ISP. The resolution time shall vary based on the severity of the incident reported. The severity would be as follows:

- Critical: Incidents whose resolution shall require additional investment in components or time or shall involve coordination with OEMs. These incidents shall impact the overall functioning of Internet services. For example, software bug fixing.
- Medium: Incidents, whose resolution shall require replacement of hardware or software parts, requiring significant interruption in working of that individual component. For example, installation of operating system, replacement of ONT or OLT etc.
- Low: Incidents whose resolution shall require changes in configuration of hardware or software, which will not significantly interrupt working of that component. For example, upgradation of IoT.

11.2. Category of SLAs

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The ISP shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the ISP shall be reviewed by the OCAC that shall:

Regularly check performance of the ISP against this SLA.

Discuss escalated problems, new issues and matters still outstanding for resolution.

Review of statistics related to rectification of outstanding faults and agreed changes.

Obtain suggestions for changes to improve the service levels.

11.2.1. Implementation Service Levels

The following measurements and targets shall be used to track and report the implementation performance on a regular basis. The targets shown in the following table are applicable for the duration of the contract. All the targets for the completion of the implementation activity are calculated on a quarterly basis. Please note that the ISP should provide comprehensive, end-to-end service to implement the ISP service Infrastructure, including replacement of the equipment in case of physical damage. No reason shall be entertained (unless those mentioned in Force Majeure) in case of unavailability of any service given in the scope of work in this RFP and the appropriate penalty shall be levied.

#	Deliverable Item	Timeline	Applicable Penalty
1	1 Gbps Internet Leased Line to the OLTs	1 month from the date of signing of agreement	For each 7 days delay, 0.5 % of the Quarterly value will be deducted maximum up to 3% of the Quarterly value. After that

			OCAC will have the right to dismiss the contract.
2	10 Mbps connectivity from OLT to GP/ONT.	2 months from the date of signing of agreement.	For each 7 days delay, 0.5% of the quarterly value will be deducted a maximum of up to 3% of the quarterly value. After that OCAC will have the right to dismiss the contract.
3	2 nos (Govt. Organization) of leased line connectivity from the GP level	1st Connectivity: 4 months from the date of signing of agreement 2nd Connectivity: 7 months from the date of signing of agreement	For each 7 days delay, 0.5 % of the quarterly value will be deducted a maximum of up to 3% of the quarterly value. After that OCAC will have the right to dismiss the contract.
4	Committed quarterly FTTH connections	To be completed every quarter as per the target	Delay will lead to 0.5% per week to a maximum of 1% of the quarterly payment

11.3. SLA Review Process

- Either OCAC or ISP 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.
- 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.
- The OCAC and the ISP shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The ISP will then communicate the resolution to all interested parties.
- In case the issue is still unresolved, the arbitration procedures described in the Terms & Conditions section will be applicable.

11.3.1. Penalty Conditions

1. In implementation period, maximum of 3% Penalty will be computed on the value of QGR (exclusive of taxes) for a particular quarter.
2. In the case of maximum Penalty of 3% being imposed on the ISP for two consecutive quarter, then the performance of the ISP will be reviewed and also may be subjected to cancellation of the order for failure of service level provided by the ISP or higher Penalty of 20% will be imposed on the ISP due to non-maintenance of Service levels.

12. PAYMENT TERM**12.1. Implementation Phase**

#	Deliverable Item	Timeline	Remarks
1	1 Gbps Internet Leased Line to the OLTs	1 month from the date of signing of agreement	Payable on successful check of all the links and applicable penalty if any as described in the section 11.2.1 by OCAC/its nominated team/TPA
2	10 Mbps connectivity from OLT to GP/ONT.	2 months from the date of issuance of Lol	Payable on successful check of all the links and applicable penalty if any as described in the section 11.2.1 by OCAC/its nominated team/TPA
3	2 nos (Govt. Organization) of leased line connectivity from the GP level	1st Connectivity: 4 months from the date of issuance of Lol 2nd Connectivity: 7 months from the date of issuance of Lol	Payable on successful check of all the links and applicable penalty if any as described in the section 11.2.1 by OCAC/its nominated team/TPA
4	Committed quarterly FTTH connections	To be completed every quarter as per the target	Payable on successful check of all the links and applicable penalty if any as described in the section 11.2.1 by OCAC/its nominated team/TPA

13. SPECIAL CONDITIONS OF CONTRACT

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

13.1. The addresses are

For the Purchaser	For the ISP
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<p>Odisha Computer Application Centre (OCAC)</p> <p>Designated Technical Directorate of Electronics & Information Technology Department, Government of Odisha, Plot No.: N-1/7-D, PO: RRL, Acharya Vihar Square, Bhubaneswar-751013, Odisha, India, Tel: 0674 - 2567064 / 2567858/ 2586838, Email: gm_ocac@ocac.in</p>	
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13.2. The Authorized Representatives are

For the Purchaser	For the ISP
<p>General Manager (Admn)</p> <p>Odisha Computer Application Centre (OCAC)</p> <p>Designated Technical Directorate of Information Technology Department, Government of Odisha, Plot-N-1/7-D, Po-RRL, Acharya Vihar Square, Bhubaneswar - 751013, Odisha, India</p>	

13.3. Contract Schedule

The ISP	M/s <Selected Bidder>
The effective date of the Contract	-----2023
The date for the commencement of services	----- 2023
Contract period	----12---- months from the effective date of contract

13.4. Cost of Services

The cost of service in INR is described at **Appendix-16** – Cost of Service / Detailed Price Breakup

13.5. Bank Account Details

- All payment under this contract shall be made by Electronic Transfer to the account of the ISP with (Bank & Account No.):

Bank:

Branch:

IFS Code:

Account Number:

Payment will be made by the purchaser to the ISP/Departments as per the contract value agreed in the contract.

13.6. APPLICABILITY OF TENDER TERMS AND CONDITIONS.

All terms & conditions stated in this Agreement would override the terms & conditions mentioned in the RFP (Enquiry No:.....) and Technical & Commercial bid submitted by ISP. However, all other terms & conditions except those mentioned in this agreement would be applicable as per RFP.

Binding signature of Purchaser

Binding signature of ISP

Signed By: _____ Signed By: _____

In the presence of (Witnesses)

(1) _____ (1).....

(2) _____ (2).....

14. APPENDIX-A –SCOPE OF WORK

The ISP will be responsible to provide internet services and provisioning of bandwidth with committed connectivity(FTTH) mentioned in the Scope of Work in Section 3 of the RFP document. Also the ISP will be responsible to implement the solution to cater to the following services as mentioned below:-

- xxv) The project aims to enable Broadband network connectivity up to the Gram Panchayat Level in the State of Odisha under the BharatNet Phase II Project.
- xxvi) One (1) Gbps Internet leased line is to be provided to the OLTs situated in the Blocks of the State of Odisha under BharatNet Phase II.
- xxvii) 10 Mbps internet leased line to be extended to the GP offices
- xxviii) Further two numbers of 5/10 Mbps leased line connectivity to be provided from the ONT situated in the Gram Panchayats to the nearest Government Institutions.
- xxix) The ISP will be responsible to provide FTTH connectivity to the Villagers on demand from where they will generate the revenue out of which a percentage of revenue will be shared by the ISP with the State Government through OPTCL
- xxx) The Ports at the ONT at the GP level are to be utilized for these services.
- xxxi) If necessary, the ISPs could install their Mini OLTs at GP locations with their power backup. However, they have to pay the electricity bills as per the submeter to be installed by the ISPs in arrangement with the GP offices.
- xxxii) Selected bidder(s) will implement connectivity as per final instruction & approval given by OCAC for the Government Institutions in the GP.
- xxxiii) During the survey stage itself, the bidder shall mobilize its staff and fully acquaint them with the site conditions.
- xxxiv) Supply, installation, testing & commissioning, and acceptance testing (field AT) of the required network components, required accessories, any intermediate devices, and other items required for the provisioning of the services as per site requirement.
- xxxv) Software upgrades for the last mile networking components installed by the bidder for smooth functioning of the Network & customer link.
- xxxvi) Carry out operation & maintenance of the last mile link including all the field activities required (preventive & corrective maintenance) to keep all the links up & running. It will be the successful bidder(s)' responsibility to rectify/restore the link in case any cable is damaged due to road widening / by any third party.
- xxxvii) Maintenance, support services, warranty, annual maintenance contract, etc. in respect of equipment supplied to the customer will be the responsibility of the ISPs.
- xxxviii) Bidder will have to fulfill all the RoW/permission-related formalities of all the Government departments for the implementation of last-mile connectivity.
- xxxix) During the delivery of FTTH, the bidder will facilitate compliance of CAF and KYC support in database management as and when the new customer joins in during the services period and should abide by the licensing conditions of the DOT.

- xl) Manage and maintain the Billing system. Collect the revenue from FTTH users and maintain the records.
- xli) All the material for Connectivity including OFC and other accessories will be supplied by Bidder. To manage the supply effectively, requirements like store/warehouse and transportation, and vehicle arrangements will be Bidder's responsibility.
- xlii) Bidder shall provision the Internet Bandwidth as per the below table (Table-1). IP pool design shall be done by the Bidder and should be approved by the OCAC before execution.
- xliii) Bidder (s) shall depute and provide zone-wise SPOC to OCAC after winning the bid.
- xliv) OCAC and OPTCL shall nominate SPOC for day-to-day resolution of the problems.
- xlv) OCAC will depute personnel for A/T of the internet leased lines and other FTTH connections on a need basis.
- xlvi) The ISPs shall ensure that the uptime to the customers at no time should be less than the Uptime of the ONTs.
- xlvii) The ISP shall share the SLA agreement with its ILL provider and at no time the up time should be less than 99%.
- xlviii) The ISP will give access of its NOC to OCAC for monitoring of the FTTH connections/leased lines extended by it under this project.

Major deliverables as per the Scope

- 5. 1 Gbps Internet Leased Line to the OLT
- 6. 10 Mbps ILL to GP office.
- 7. 2 no's (Govt. Organizations) of 5/10 Mbps Internet leased line connectivity at GP level.
- 8. FTTH connections at GP Level.

Deliverable Time line

Table-1

#	Deliverable Item	Timeline
1	1 Gbps Internet Leased Line to the OLTs	1 month from the date of signing of Agreement.
2	10 Mbps connectivity from OLT to GP/ONT.	2 months from the date of signing of Agreement.
3	2 no's (Govt. Organization) of leased line connectivity from the GP level	1st Connectivity: 4 months from the date of signing of Agreement. 2nd Connectivity: 7 months from the date of signing of Agreement.
4	FTTH connections as per the commitment	25% of the commitment every quarterly

Moreover, the selected bidder needs to commit to providing a certain minimum number of FTTH connections in an OLT location through BharatNet Phase II within 1 year from the date of signing of the contract. The quarterly target is to be given by the ISPs to OCAC.

14.1. NMS

ISP is required to design, size, implement and maintain an NMS. The solution shall be able to support the proposed hardware and software components deployed by the ISP over the tenure of the contract. The ISP will give access of its NOC to OCAC for monitoring of the FTTH connections/leased lines extended by it under this project.

Note - The ISP shall be responsible for procurement, installation, commissioning, and operations & maintenance for the smooth functioning of the Network. ISP shall supply required manpower for implementation and connectivity under this project.

14.2. Roles and Responsibilities Matrix

The roles of the stakeholders shall change over a period of time as the project will evolve from design to implementation phase only. Below mentioned Table summarizes the roles and responsibilities of key resources of stakeholders involved in the project.

Role	Responsibility Center	Roles and Responsibility
Implementation Agency Project Leader	<ul style="list-style-type: none"> • OCAC 	<ul style="list-style-type: none"> • Shall spearhead the coordination strategy for the project across all stakeholders. • Shall have the authority to approve deliverables, release circulars/notifications. • Shall coordinate with the Project Management Unit to finalize a comprehensive reporting framework which shall cater to various stakeholders especially decision makers for supervising implementation. • Shall ensure compliance to the specifications defined in the area of application design, infrastructure and management. <p>Head the Change Approval Board and provide the final</p>

		<p>approval for any project related changes that have to be performed during development and maintenance phases</p> <ul style="list-style-type: none"> • Monitor and review the success of the system and ensuring its effective and efficient running. • Maintain daily, weekly and monthly reports for the same for higher management. • Work in connection with other IT experts in the organization. • Address key security and privacy requirements for secure business solutions. • Provide extensive technical, strategic advice and guidance to the ISP for proper implementation. • OCAC shall ensure the availability of space at GP premises. • Act as an active member of the CAB and provide technical inputs on IT related changes in the software. <p>Identify and highlight potential risks</p>
Project Manager	<ul style="list-style-type: none"> • ISP 	<ul style="list-style-type: none"> • Run the project from design and development to implementation. • Define requirements and plan project lifecycle for deployment. • Define resources and schedule for the project's implementation. • Create strategies for risk mitigation and contingency planning. • Plan and schedule project deliverables, goals, and milestones. • Direct and oversee project implementation team. • Efficiently identifies and solves project issues. • Design and maintain technical and project documentation.

		<ul style="list-style-type: none"> Act as an active member of the Change Approval Board (CAB) and highlight any risks / issues that could take place in the software system if a particular change is implemented. Co-ordinate with the team members for effective delivery. <p>Communicate with the Project Management Unit</p>
Non-IT Infrastructure Team	<ul style="list-style-type: none"> ISP 	<ul style="list-style-type: none"> This team would be responsible for the design, development, installation, configuration of the OLT/ONT. This team would be responsible for the laying of cable and provide internet connectivity (FTTH) to the required users. <p>Maintain technical documentation for the installed components in the NOC</p>
IT Infrastructure Team	<ul style="list-style-type: none"> ISP 	<ul style="list-style-type: none"> The team shall be responsible for managing the computers, network and other infrastructure facilities required for the project. The team should maintain backup of digital content after user acceptance. <p>This team will support the System Administrator at OCAC for all technical issues.</p>
Third Party Audit	Third Party Agency	<ul style="list-style-type: none"> Ensure compliance to the requirements of the provisioning internet bandwidth, ILL connectivity of the selected Govt. Intuitions as per the clauses of the RFP, information security guidelines, interoperability standards, data storage requirements and business continuity principles. Assess technology obsolescence risk and propose technology risk mitigation plan. Validate the delivery and installation schedule and commissioning plan. Perform the FAT and ensure Go-Live Ensure that the SLA reports are validated and

		<p>suggest the liquidated damages / penalty to be deducted from the QGR</p> <ul style="list-style-type: none"> • Shall validate all the invoices before forwarding to OCAC for approval and payment.
State Implementation Agency	OPTCL	<ul style="list-style-type: none"> • Share the scope of Operations and Maintenance (AMC) terms of reference (between OPTCL and PIA) • OPTCL has to co-ordinate access of the successful ISPs to the BSNL premises for provisioning of internet connectivity.
BharatNet Phase II Project Implementation Agency	PIA	<ul style="list-style-type: none"> • Communicate with the ISP team (Nominated SPOC for zone wise) regarding the closure of the incidents raised in the helpdesk / service desk system

14.3. OCAC Obligations

OCAC will facilitate all necessary space, raw power arrangement (upto transformer) and necessary approvals to the ISP. The ISP needs to liaison with OCAC for all necessary approvals. OCAC will facilitate and co-ordinate to liaison with other stakeholders such as BharatNet implementation agency, OPTCL, BBNL etc. Any delay for implementation which is not attributable to ISP shall be reported by the ISP in writing immediately so that OCAC may record the cause of the delay and take necessary actions. OCAC will provide comments or approvals for the documents or reports submitted by the ISP in a timely manner for smooth execution of the project.

15. APPENDIX-B

Updated the section from selected bidder's format.

16. APPENDIX-C COST OF SERVICE / DETAILED PRICE BREAKUP

Updated the section from selected bidder's submitted price format each zone wise accordingly.



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RFP Ref No.: OCAC-SEGP-INFRA-0018-2023

**Request For Proposal For Selection Of Internet Service Providers For BharatNet Phase II
OCAC, Bhubaneswar**

Name of the Firm

FINANCIAL BID : Zone 1

A: Mandatory Deliverables by the Bidder

Deliverables	In Nos
1 Gbps ILL at OLT level from authorized NLD provider	29
10Mbps ILL at GP	472
5/10 Mbps ILL to two Government Institutions	944

B.

Cost of 1 Gbps ILL at the OLTs in Rupees Per Year (B)	Minimum no of FTTH Connections (C)	Average Revenue per connection per month (D)	Total generated revenue per year (E=C*D*12)	Proposed revenue share by ISP in percentage (F%)	Total Revenue shared by the ISP to State Govt. per year (G = E*F%) in Rupees	Total support required for the zone keeping in view the mandatory deliverables as mentioned in A (I, ii & iii) (In Rupees) (H=B-G)
0	0	0	0	0	0	0



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OCAC,Bhubaneswar

Name of the Firm

FINANCIAL BID :Zone 2

A: Mandatory Deliverables by the Bidder

Deliverables	In Nos
1 Gbps ILL at OLT level from authorized NLD provider	41
10Mbps ILL at GP	705
5/10 Mbps ILL to two Government Institutions	1410

B.

Cost of 1 Gbps ILL at the OLTs in Rupees Per Year (B)	Minimum no of FTTH Connections (C)	Average Revenue per connection per month (D)	Total generated revenue per year (E=C*D*12)	Proposed revenue share by ISP in percentage (F%)	Total Revenue shared by the ISP to State Govt. per year (G = E*F%) In Rupees	Total support required for the zone keeping in view the mandatory deliverables as mentioned in A (I, ii & iii) (In Rupees) (H=B-G)
0	0	0	0	0	0	0



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OCAC,Bhubaneswar

Name of the Firm

FINANCIAL BID :Zone 3

A: Mandatory Deliverables by the Bidder

Deliverables	In Nos
1 Gbps ILL at OLT level from authorized NLD provider	48
10Mbps ILL at GP	716
5/10 Mbps ILL to two Government Institutions	1432

B.

Cost of 1 Gbps ILL at the OLTs in Rupees Per Year (B)	Minimum no of FTTH Connections (C)	Average Revenue per connection per month (D)	Total generated revenue per year (E=C*D*12)	Proposed revenue share by ISP in percentage (F%)	Total Revenue shared by the ISP to State Govt. per year (G = E*F%) in Rupees	Total support required for the zone keeping in view the mandatory deliverables as mentioned in A (I, ii & iii) (InRupees) (H=B-G)
0	0	0	0	0	0	0



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OCAC, Bhubaneswar

Name of the Firm

FINANCIAL BID :Zone 4

A: Mandatory Deliverables by the Bidder

Deliverables	In Nos
1 Gbps ILL at OLT level from authorized NLD provider	44
10Mbps ILL at GP	654
5/10 Mbps ILL to two Government Institutions	1308

B.

Cost of 1 Gbps ILL at the OLTs in Rupees Per Year (B)	Minimum no of FTTH Connections (C)	Average Revenue per connection per month (D)	Total generated revenue per year (E=C*D*12)	Proposed revenue share by ISP in percentage (F%)	Total Revenue shared by the ISP to State Govt. per year (G = E*F%) in Rupees	Total support required for the zone keeping in view the mandatory deliverables as mentioned in A (I, ii & iii) (In Rupees) (H=B-G)
0	0	0	0	0	0	0