

**TENDER DOCUMENT**

**For**

**SELECTION OF FACILITY MANAGEMENT  
SERVICE OPERATOR**

**for**

**Tripura State Wide Area Network (TSWAN)**

**Tender No.6(7)/TSCA/SWAN/2017 dated 26/09/2017**

**Tripura State Computerization Agency (TSCA)**

*(A society of Directorate of Information Technology, Government of Tripura)*

**ITI Road, Indranagar**

**Agartala, Tripura - 799 006**

**Important Dates and Information**

Bid Reference	6(7)/TSCA/SWAN/2017 dated 26/09/2017
Publication details	The tender form can be seen and downloaded from the website <a href="http://tripuratenders.gov.in">http://tripuratenders.gov.in</a> and also from Directorate of IT website at <a href="http://dit.tripura.gov.in">http://dit.tripura.gov.in</a> , <a href="http://tenders.gov.in">http://tenders.gov.in</a> . The stated Tender is in e-Tender mode with built-in e-Bid and their online evaluation and can only be accessed through <a href="http://tripuratenders.gov.in">http://tripuratenders.gov.in</a> .
Date Of Commencement Of Bid	<b>27/09/2017</b>
Pre Bid Conference Date and Time	<b>12/10/2017 at 11:00 Hrs</b>
Last Date And Time For Receipt Of eBids	<b>04/11/2017 at 17:00 Hrs</b>
Last Date And Time For Receipt Of Hard copy of bid document	<b>06/11/2017 at 17:00 Hrs</b>
Date & Time Of Opening Of Prequalification Bids and Technical Bids	<b>07/11/2017 at 15:00 Hrs</b>
Address For Communication / Pre-Bid / Submission/ Opening of Technical & Commercial Bid	MEMBER SECRETARY TRIPURA STATE COMPUTERIZATION SOCIETY( A SOCIETY UNDER DIRECTORATE OF INFORMATION TECHNOLOGY, GOVT. OF TRIPURA); ITI ROAD; INDRANAGAR; AGARTALA -799006
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## **1. Project Profile**

### **1.1. Project Background**

In the year 2008-09, The National e-Governance Plan (NeGP), Govt. of India has identified 22 Mission Mode Projects, which are to be implemented in a phased manner over the next 3-4 years by the Line Ministries/Departments concerned at the Central and State level, as applicable, in addition to the various other e-Governance initiatives being taken by the respective States and Central Ministries. State Wide Area Network (SWAN) has been identified as an element of the core infrastructure for supporting these e-Governance initiatives.

The Government of Tripura has implemented a State Wide Area Network (SWAN) as the backbone network for data, voice and video communications throughout the State. SWAN is acting as the vehicle for effective implementation of Electronic Governance (e-Governance) across the state.

### **1.2. Objectives of the Project**

The Basic objective of this project:

- A common delivery platform for e-Governance applications.
- A mechanism for fast internal communication.
- Streamline access to services for the citizens and multiply usage.
- Support progressively increasing data and applications.
- Facilitate the transfer of information between employees in different locations and to allow them to share common files.
- Provide a secure and reliable channel to transfer data across locations.

### **1.3. Expected Project Outcome**

- Ensure that every citizen in the state has access to Government services and information whenever and wherever they need it.
- Provide reliable horizontal connectivity within the state administration to make the Government more productive.
- Provide the Government agencies, the ability to leverage a robust infrastructure to provide a complete array of Government services and information
- Reduce communication cost.
- Provide a secure backbone for encouraging electronic transactions.
- Provide efficient service management
- Strengthen Disaster Management Capacity.
- Make services available in a cost-efficient manner, offering public constituencies' equivalent access at an equivalent price, regardless of their location in the State of Tripura.
- Move toward the provisioning of converged communication Services (voice, data and video) and the interconnection and interoperation of network platforms and encouraging IAs to consider any network architecture to determine the most efficient and cost effective approach.

## 2. Instruction to IA's

IA's are advised to study this RFP document carefully before participating. It shall be deemed that submission of bid by the IA has been done after their careful study and examination of the RFP with full understanding to its implications. Any lack of information shall not in any way relieve the IA of his responsibility to fulfill his obligations under the Bid.

### 2.1. Definitions

In this document, the following terms shall have following respective meanings:-

**"Agreement"** means the Agreement to be signed by the Successful IA and Government of Tripura

**"Authorized Representative"** shall mean any person/agency authorized by either of the parties.

**"Affiliate"** shall mean any holding company or subsidiary company as a party of the Agreement or any company, which is subsidiary of such a holding company. The expressions "holding company" and "subsidiary company" shall have the meaning specified in Section - 4 of the Companies Act 1956 (as amended from time to time).

**"Capex"** shall mean any capital infrastructure equipment which has a depreciation value over a period of time. (Item1 to item13 given under financial bid are Capex Items)

**"Contract"** is used synonymously with agreement.

**"Centre"** means Tripura State Computerization Agency (TSCA), Govt. of Tripura.

**"Corrupt Practice"** means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the process of Contract execution.

**"Documentary evidence"** means any matter expressed or described upon any substance by means of letters, figures or marks intended to be used for the recording of that matter and produced before a court.

**"Default Notice"** shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.

**"Fraudulent Practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among IAs (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive TSCA and /or GoT of the benefits of free and open competition.

**"Final Acceptance Test (FAT)"** means the acceptance testing of items as per specification mentioned in this tender document.

**"Good Industry Practice"** shall mean the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced IA engaged in the same type of undertaking under the same or similar circumstances.

**“TSWAN”** shall mean Tripura State Wide Area Network.

**“Initiation phase”** shall mean the period from the date of signing of the Agreement and up to deployment of manpower as per work order placed by TSCA.

**“IA”** means any firm offering the solution(s), service(s) and/ required in the RFP. The word IA, when used in the pre-award period shall be synonymous with IA, and when used after intimation of successful IA shall mean the successful IA, also called ‘IA or Implementation Partner’, with whom Govt. signs the Contract.

**“Law”** shall mean any Act ,notification, by law ,rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Government of India or State Government Tripura or regulatory authority or political sub-division of government agency.

**“LOI”** means issuing of Letter of Intent which shall constitute the intention of the Tenderer to place the purchase order with the successful IA.

**“OPEX”** shall mean any operational expenditure. It will be capture against service delivery Uptime & Downtime. (Item14 to item31 given under financial bid are Opex Items).

**“Party”** shall mean Govt. or IA individually and **“Parties”** shall mean Govt. and IA collectively.

**“PBC”** means Pre-Bid Conference.

**“Performance”** means accomplishment of the project in terms of Standards, Quality, and SLA for implementation, maintenance and support.

**“Period of Agreement”** means project period as defined 72 months from the date of signing the contract.

**“Rates/Prices”** means prices of supply of equipment and services quoted by the IA in the Commercial Bid submitted by him and/or mentioned in the Contract.

**“RFP”** means the detailed notification seeking a set of solution(s), service(s), materials and/or any combination of them.

**“Services”** means the work to be performed by the IA pursuant to this Contract, as detailed in the Scope of Work.

**“Site”** shall mean the location(s) for which the Contract has been issued and where the service shall be provided as per Agreement.

**“Solution Implementer”** shall mean the selected IA.

**“Tenderer”** shall mean the authority issuing this Request for Proposal (RFP) and the authority under whom infrastructure is to be implemented, operated, managed etc. and this authority shall be the Government of Tripura.



**“Termination notice”** means the written notice of termination of the Agreement issued by one party to the other in terms hereof.

**“TSWAN”** means Tripura State Wide Area Network.

**"Uptime"** means the time period when specified services with specified technical and service standards as mentioned in scope of work available to GoT and its user organizations. The uptime will be calculated as “Total time in (in minutes) less total Service Down time (in minutes)”.

**"Service Down Time" (SDT)** means the time period when specified services with specified technical and operational requirements as mentioned in scope of work are not available to GoT and its user organisations. The network shall be always operational. The network is considered as operational when all centres at all tiers/ levels are working, providing all/ specified services as mentioned in full capacity at all locations in the network.

SDT shall be calculated, excluding the Service Down time due to ISP failure, Force Majeure, power failure.

**“Work Order/Supply Order”** means tasks/activities which will be assigned or scheduled to the successful IA and will be issued after signing the contract.

## 2.2. Eligible IAs

The following are the conditions, which are to be necessarily fulfilled, to be eligible for Prequalification and Technical evaluation. Only those interested IAs who satisfy the following eligibility criteria should respond to this RFP:

Sl No.	Criteria	Documents Required
1	The Bidder should be registered under the Companies Act, 1956 or Companies Act 2013, and should have been in existence for the last 5 (five) years in the field of Network Operations and related Facility Management Services in India.	a) Certificate of Incorporation.
2	The Bidder should have an average annual turnover of not less than INR 250 Crores during last three financial years (F.Y. 2013-14, 2014-15 and 2015-16 respectively).	Copy of the audited profit and loss account/ Statutory Auditors Certificated letter/ certified balance sheet of the last three financial years. (F.Y. 2013-14, 2014-15 and 2015-16 respectively).
3	The IA should have satisfactorily completed / ongoing minimum two projects each having value not less than Rs. 15 crores related to IT Infrastructure development, operation and maintenance activities with any	Work completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client

	Central/State Government Agencies/PSUs in India during the last 5 years (as on 31/3/17).	
4	The Bidder should have a valid ISO 9001:2008 certification and ISO 27001 at the time of submission of the bid (bidder has to ensure that the certificate remains valid during the life cycle of the project)	Copy of valid ISO 9001:2008 and ISO 27001 certificates.
5	5.1 The Bidder should have minimum 50 Network Professionals in their pay roll.	5.1 Self certificate signed by Company Secretary should be submitted.
	5.2 The Bidder must have a team of professionals having professional certifications as specified below on its payroll as on bid submission date a. ITIL: minimum 5 professionals b. CCNP: Minimum 10 professionals c. CCNA : minimum 20	5.2 Self certificate signed by Company Secretary should be submitted.
6	The IA shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Central / State Government/Government agencies/ PSUs/ World Bank etc.	IA should submit a duly notarized affidavit in this regard.
7	Permanent Account Number (PAN) of Bidder available from Income Tax authorities and Service tax registration.	Supporting documents to be provided.

**NOTE: Please submit all the documentary evidence in support of the above conditions as the eligibility criteria.**

### 2.3. Tender Fees

The bidder should submit a tender fee of Rs. 10,000/- (Rupees Ten Thousand only) along with the technical bid in the form of Demand Draft, in favor of Member Secretary, Tripura State Computerisation Agency, Tripura payable at Agartala.

### 2.4. Proposal Preparation Cost

The IA is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in

providing any additional information required by TSCA, GoT to facilitate the evaluation process, and in negotiating a definitive Service Agreement or all such activities related to the bid process. This RFP does not commit TSCA to award a contract. Further, no reimbursable cost may be incurred in anticipation of award.

## **2.5. Clarification on RFP Document and Pre Bid Conference**

The IA or its official representatives (maximum two members) is invited to attend a pre-bid meeting to be held on the date mentioned in the important dates section at the Office of Member Secretary, TSCA, Indranagar, Agartala. The purpose of the meeting will be to clarify issues and to address clarifications sought by the IA's in this context. The IA is requested to submit their Request for Clarifications through email only to reach the Member Secretary, TSCA, GoT at least 5 days before the pre bid meeting. The responses for the clarifications sought by the IA's will be distributed to all the IA's.

However, it is not binding on TSCA to hold a pre-bid meeting or restrict itself to holding only one such meeting. If it feels, that the clarifications sought by the IA's do not warrant a pre-bid meeting, it can cancel the meeting and send the replies to the IA's by email.

## **2.7. Amendment to RFP Document**

Any modifications in the bidding documents, which may become necessary as a result of the pre-bid meeting, shall be made by TSCA exclusively through the issue of a corrigendum. The decision of TSCA on the need for any modification shall be final and binding on all.

The amendment(s) will be published in <http://dit.tripura.gov.in>. Bidders shall be notified of the related Corrigendum(s) by e-mail. However, TSCA shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. Prospective Bidders are requested to visit the site frequently to check whether there is any related Corrigendum or not.

In order to afford prospective bidders reasonable time to take the Corrigendum into account in preparing their bids, TSCA may, at its discretion, extend the deadline for submission of bids.

Such Corrigendum, Clarifications etc. shall be binding on the Bidders and shall be given due consideration by them while they submit their bids.

## **2.8. Language of BID**

The bid prepared by the IA, as well as all correspondence and documents relating to the Bid exchanged between the IA and the TSCA shall be in English. Supporting documents and printed literature furnished by the IA may be in another language provided they are accompanied by an accurate translation by approved translator of the relevant pages in English. For the purposes of interpretation of the bid, the translation shall govern. Information supplied in another language without proper translation shall be rejected.

## 2.9. Period of Validity of Bids

The bid shall remain valid for 180 days from the date of Technical Bid Opening being specified. IA should ensure that in all circumstances, its Bid fulfils the validity condition. Any bid valid for a shorter period shall be rejected as non- responsive.

In exceptional circumstances, TSCA may solicit IA's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by Fax. Bid Security shall also be suitably extended. IA granting the request is neither required nor permitted to modify the bid.

## 2.10. Submission of the BID

The Bid shall be submitted in 4 (Four) parts, post registration in the <http://www.tripuratenders.gov.in>, as under:

### PART-I:

Tender Fees and EMD: Bidder is expected to scan the relevant drafts into PDF format (in 150 dpi scan resolution).

### Documents to be uploaded in My Space:

SL NO	Documents required to upload	Where documents shall be uploaded in "My Space" of Bidder	
		"My Space" Category	"My Space" Sub Category
1	PAN Card	Tax related documents	PAN card
2	GST Registration Certificate	Tax related documents	GST registration certificate
3	Audited Balance sheets	Financial Details	Balance Sheets
4	Certificate of incorporation, Blacklisting Clause undertaking, Undertaking for Opening of Office or Local Office address and any other relevant document if reqd.	Misc. document	Any other document

### PART-II: Pre-Qualification Documents.

Digitally signed Tender Document is to be downloaded. *The Tender document shall be downloaded by the Bidder*, digitally signed and upload the same for submission of "Pre-Qualification" during actual bidding session, which will be regarded as equivalent to signing all pages of the Tender Document.

All documents to be submitted for Pre-qualification as per section 2.2 are free-format, except "IA's Profile as per Annexure-1 and experience as per Annexure-4" in this Bid document.

For all the free-format documents, Bidder is expected to scan the relevant documents into PDF format (in 100 dpi scan resolution).

For "IA's Profile and experience", Bidder shall take a printout of the stated format, fill in data, sign and stamp the document before scanning the same in PDF format and finally saving the same and uploading.

### **PART-III:**

TECHNICAL BID: Complete technical details, data sheet, MAF and detail technical specification for the item to be offered.

### **PART-IV: Financial Bid.**

Financial Bid will be considered for evaluation for those Bidders who have cleared the Part-II & Part-III.

**N.B.:** One Hard copy of Prequalification documents and Technical Solution with all Technical details, data sheets with detail technical specification and one copy of Financial Bid in an envelope super scribed as "**Commercial Bid-Do not open before 07/11/2017**" all sealed in separate envelopes enclosed in a larger envelope duly sealed and marked as Response to Request for Proposal (RFP) with title and reference number, and a statement "**To be opened by addressee only**" and the name and address of the Bidder to be submitted to Member Secretary, TSCA , Indranagar, Agartala-799006 **by 07/11/2017 15:00 Hr.**

## **2.11. Opening of Bids at TSCA**

TSCA will open bids at time mentioned at important Information sheet. IA's representatives (Maximum 2) may also attend the opening at TSCA. Financial Bid will be considered for those IAs whose bids shall meet all the eligibility criteria mentioned in the Pre-qualification documents and Technical document.

## **2.12. Evaluation Criteria**

### **Part 1 (Bid Security)**

IA's who have submitted the valid Tender fees and EMD shall be considered for further evaluation.

### **Part 2 (Pre-Qualification criteria)**

The Evaluation Committee would evaluate the Pre-qualification. IA's should be ready to give any clarification asked by the evaluation committee. If IA does not fulfill all the conditions mentioned in the pre-qualification criteria, his Technical bid will not be considered for evaluation.

## **Opening and Evaluation of Technical Bids**

The Evaluation Committee would evaluate the technical bids. IA's should be ready to reply to all the queries raised by the evaluation committee in front of the Evaluation Committee at a date, time and location determined by TSCA.

TSCA may also undertake oral clarifications with the IA's. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents.

In order to facilitate the Technical Bid evaluation, the technical criteria laid down along with the assigned weights have been presented in (Annexure-12). The marking scheme presented is an indication of the relative importance of the evaluation criteria.

IA's securing a minimum of 70% marks in the technical evaluation will only be considered for further commercial bid evaluation. Bids which don't secure the minimum specified technical score will be considered technically non-responsive and hence debarred from being considered for Commercial evaluation.

## **Opening and Evaluation of Commercial Bids**

After evaluating the Technical Bids, TSCA shall notify the IAs who's Technical Bids were considered acceptable to TSCA, indicating the date, time and place for opening of the Commercial Bids. IA's representative (maximum 2) may attend the commercial bid opening at TSCA, Agartala.

Scores of the Commercial evaluation would be weighed prorata on a scale of 100 with the IA with the lowest commercial quote getting 100. These commercial scores would then be added up with the score of the technical evaluation and the IA getting the maximum total score out of 100 would be considered as the successful IA (i.e. L1 IA) and called for negotiations, if required.

### **Formula for Final Bid Evaluation is**

$$Bm = .6 (TM) + .4 (Fn)$$

$$Fn = (Fmin / Fb) * 100$$

Where

Bm is total marks of the EA in consideration

TM is Technical Marks of the EA in consideration

Fn is Normalized financial score of the EA in consideration

Fb is Evaluated Cost of EA under consideration

Fmin is Minimum evaluated cost of any EA

TSCA reserves the right to negotiate with the IA whose proposal has been ranked first on the basis of best value.

## **2.13. Bid Currency**

Prices for services offered shall be quoted in Indian National Rupees only.

## 2.14. Bid Security

1. All IA's shall furnish, as part of its Bid, an Earnest Money amounting to Rs.30,00,000 (Rupees Thirty Lakhs Only). Bids without this bid security will be rejected.
2. The Bid Security shall be in Indian Rupees and shall be in the form of Demand Draft, issued by any **Nationalized bank/Scheduled commercial bank in India having branch at Agartala**, drawn in favor of "**Member Secretary ,Tripura State Computerization Agency**" payable at **Agartala**. Such negotiable instrument should be valid for at least 3 (three) months.
3. Unsuccessful IA's Bid security will be discharged or returned within sixty (60) days after issuance of LOI to the successful IA.
4. The successful IA's Bid security will be discharged upon the IA signing the Contract Agreement and furnishing the Performance Security.

## 2.15. Forfeiture of BID Security

The Bid security may be forfeited either in full or in part, at the discretion of TSCA, on account of one or more of the following reasons:

1. The IA fails to co-operate in the Bid evaluation process
2. If the bid or its submission is not in conformity with the instruction mentioned herein.
3. If the IA violates any of the provisions of the terms and conditions of the tender
4. In the case of a successful IA fails to (a) accept award of work, (b) sign the Contract Agreement with TSCA, after acceptance of communication on placement of award, (c) furnish performance security, (d) fails to sign the Contract Agreement in time, (e) or the IA violates any of such important conditions of this tender document or indulges in any such activities as would jeopardize the interest of TSCA in timely finalization of this tender. The decision of TSCA regarding forfeiture of bid security shall be final and shall not be called upon question under any circumstances. A default in such a case may involve black-listing of the IA by TSCA.

## 2.16. Award of Work/Contract

TSCA will award the contract/work to successful IA whose bid has been determined to be responsive and has been determined to be most competitive. Award of contract will be in the form of LoI. Supply/Work order will be issued after signing the agreement. Supply/Work order will be issued during contact period based on rate mentioned in the LoI and requirement of TSCA.

## 2.17. Performance Security

Within 14 (fourteen) days of Notification of "Award of the Work" the company shall furnish Performance Security to TSCA @ 10% of the total value of quoted bid by way of irrevocable and unconditional Bank Guarantee in favour of TSCA, payable at Agartala for a period to be specified in the award of work. This Bank Guarantee should be of duration of 72 months. Depending on the project going online the Bank guarantee may have to be extended from the date of "Go live". The proceeds of the Performance Security shall be

payable to TSCA as compensation for any loss resulting from the Company's failure to fulfill its obligations under the terms and conditions of the Work Order. The Performance Security regarding commencement of job / task will be discharged by TSCA and returned to the company not later than 30 (Thirty) days following the date of completion of the company's performance, related obligations under the terms & conditions of the Work Order. Failure of the successful IA to comply with the requirements specified in this Section shall constitute sufficient ground for forfeiture of the bid security in which event, the TSCA may award the contract in accordance with its prescribed rules.

## **2.18. Contacting TSCA**

1. IA shall not approach TSCA officers beyond office hour and/ or outside TSCA office premises, from the time of the Bid opening to the time of finalization of successful IA.
2. Any effort by an IA to influence TSCA officers in the decisions on Bid evaluation, Bid comparison or finalization may result in rejection of the IA's offer. If the IA wishes to bring additional information to the notice of the TSCA, it should do so in writing.

## **2.19. TSCA's Right to Accept Bid and to reject any or all Bids**

1. Prior to expiration of the period of Bid validity, TSCA will notify the successful IA in writing that its Bid has been accepted.
2. Within 7 days of receipt of such intimation, the successful IA shall give its acceptance to the TSCA.
3. Upon the successful IA's furnishing of Performance Security acceptance by successful IA, TSCA will promptly notify all unsuccessful IAs and will discharge their Bid security.
4. Effort will be made by the TSCA to sign an agreement with the successful IA within 15 days. If IA delays in signing agreement beyond 15 days on intimation of signing agreement, his LoI may be rejected.
5. TSCA will have the right to accept bid and to reject any or all bids

## **2.20. Lack of Information to IA**

The IA shall be deemed to have carefully examined RFP document to his entire satisfaction. Any lack of information shall not in any way relieve the IA of his responsibility to fulfill his obligation under the bid.



## **2.21. Fraudulent & Corrupt Practice**

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice among IAs (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the GoT of the benefits of free and open competition.

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of project execution. GoT will reject a proposal for award if it determines that the IA recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, the project.

## **3. General Conditions**

### **3.1. Conditions Precedent**

#### **3.1.1. Commencement of the Agreement**

All the timelines will be counted from the date of signing the Agreement.

#### **3.1.2. Obligations to satisfy the Conditions Precedent**

The successful IA and TSCA shall use all reasonable endeavours to satisfy the Conditions Precedent that falls within the scope of its respective responsibility.

#### **3.1.3. Notice of fulfilment of the Conditions Precedent**

Upon the date on which the successful IA becomes aware that any of the Conditions Precedent has been satisfied in full, it shall promptly give notice thereof to TSCA together with full details of the circumstances constituting such satisfaction and documentary evidence thereof.

#### **3.1.4. Non-fulfilment of Conditions Precedent**

If the Conditions Precedent set out hereinabove are not satisfied in full within 21 days of issuance of LoI, TSCA shall have the right to terminate/ cancel the LoI without any liability on TSCA and /or GOT. However, the Implementation Guarantee provided by the successful IA will be encashed by TSCA/GoT if the delay is ascribed to the successful IA.

### **3.2. Contract Obligations**

Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the IA’s bid and all previous correspondence.

### **3.3. Implementation/ Performance Guarantee**

The IA shall furnish an irrevocable and unconditional Implementation Guarantee, as provided in the RFP to TSCA for an amount equal to 10 % of the total project cost for implementation of the project, as payable in terms of the Agreement.

The Implementation/Performance Guarantee shall be valid for a period of 72 months and shall be denominated in Indian Rupees and shall be in the form of an unconditional Bank Guarantee issued by a Nationalized Bank/schedule commercial Bank located in India having at least one Branch in Agartala in the format provided by TSCA as per annexure prescribed in these documents to be submitted within 15 days of issuance of LoI by TSCA. Hence TSCA/GoT should verify the PBG from the issuing Bank.

The Implementation Guarantee shall be discharged by TSCA and returned to the IA within 30 days from the date of End of Project.

### **3.4. Application**

These general conditions shall apply to the extent that they are not superseded by provisions of other parts of the bid document.

### **3.5. Governing Language**

The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

### **3.6. Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Union of India and State of Tripura.

### **3.7. Change orders**

1. TSCA may at any time, give written order to the IA to make changes for additional functionalities specifically required, but not falling within the general scope of the current RFP/Contract. If any such change causes an increase in the cost of, or the time required for, the IA's performance of any provisions under the Contract, the IA should notify TSCA in terms of the cost and person month efforts required for executing the change requests, TSCA will examine the efforts estimate & agreed efforts will be compensated in terms of person month charges. Maximum of 10% increase of total contract value may be allowed as deviation for such change request.
2. Any claims by the IA for adjustment under this clause must be asserted within 6 working days from the date of the IA's receipt of the TSCA's change order.

### **3.8. Notices**

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, email, or facsimile to the other party's address, and confirmed in writing by the other party. A notice shall be effective when delivered or tendered to other party whichever is earlier.

### **3.9. Patent Rights**

The IA shall indemnify the Tenderer against all third party claims of infringement of patent, trademark or industrial design and intellectual property rights arising from the use of equipment and services or any part thereof.

### **3.10. Taxes and Duties**

Goods and Service Tax (GST) and other statutory levies shall be paid by IA as applicable. TSCA shall pay any increase in duties, taxes and surcharges and other charges on account of any revision, enactment during the period of validity of the Bids and also during the contract period. In case of any decrease in duties, taxes and surcharges and other charges, IA should refund the same to TSCA. The decision of TSCA in this regard will be final and binding and no disputes in this regard will be entertained.

### **3.11. Force Majeure**

1. For the purpose of this Article, Force "Majeure" means any cause, which is beyond the control of the IA or GoT as the case may be, which such party could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the Contract, such as:-
  - War / hostilities
  - Riot or civil commotion
  - Earth Quake, Flood, Fire, Tempest, Epidemics, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes
  - Restrictions imposed by the Government or other statutory bodies, which is beyond the control of the IA, which prevent or delay the execution of the order by the IA.
2. If a Force Majeure situation arises, the IA is required to promptly notify TSCA in writing of such condition and the cause thereof within a period of three (3) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by TSCA in writing, the IA will continue to perform its obligations under this supply order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order.

### **3.11.1. Force Majeure Exclusions**

Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:

- a. Non-performance resulting from normal wear and tear of the materials and equipment; and
- b. Non-performance caused by, or connected with, the Affected Party's:
  - (i) Negligent or intentional acts, errors or omissions; and/or
  - (ii) Failure to comply with an Indian law or Indian Directive; and/or
  - (iii) Breach of, or default under the Agreement

### **3.11.2. Procedure for Calling Force Majeure**

The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 5 (five) days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.

Any notice pursuant this clause shall include full particulars of:

- I. the nature of each Force Majeure Event which is the subject of any claim for relief under the Agreement;
- II. the effect which such Force Majeure Event is having or is likely to have on the Affected Party's performance of its obligations under the Agreement;
- III. the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations under the Agreement which are affected; and
- IV. any other information relevant to the Affected Party's claim.

### **3.11.3. Procedure for Claiming Relief**

- I. Where an Affected Party claims relief on account of Force Majeure Event then, the rights and obligations of both Parties under the Agreement shall be suspended to the extent that they are affected by such Force Majeure Events.
- II. In an Event of Force Majeure :
  - a) the Affected Party shall use its best efforts to minimize the effects of Force Majeure and remedy any inability to perform due to Force Majeure;
  - b) the Affected Party shall provide weekly written reports to the other Party regarding its progress in overcoming the adverse effects of the Force Majeure event;

- c) the Affected Party shall, as soon as reasonably practicable after claiming such relief, provide the other Party with written notice containing such information as may be reasonably required to justify the claim for relief due to Force Majeure;
  - d) the Affected Party shall claim in respect of physical loss or damage resulting from the event constituting Force Majeure which are available from Insurances pursuant to any Insurance maintained by the Affected Party and ensure such claims are made as soon as is reasonably possible and that the proceeds of any such Insurance claims are applied to remedy the effects of the event constituting Force Majeure as soon as is reasonably possible; and
  - e) The Affected Party shall, at its own cost, take all steps reasonably required to restore its ability to perform its obligations under the Agreement as soon as possible, including the re-commissioning of any affected part of the TSWAN.
- III. When the Affected Party is able to resume performance of its obligations under the Agreement, it shall promptly give the other Party written notice to that effect. In no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.

### **3.11.3 Extensions due to Force Majeure**

Neither Party shall be responsible or liable for, or deemed to be in breach of the Agreement because of any failure or delay in complying with its obligations under the Agreement, due solely to one or more events of Force Majeure, and the periods allowed for the performance by the Parties of such obligation(s) shall be extended on a day-for-day basis from the date of the event of Force Majeure provided that no relief shall be granted to the Affected Party to the extent that such failure or delay would have nevertheless been experienced by that Party had such Force Majeure event not occurred.

### **3.11.5. Termination as a result of Exceptional Event**

Notwithstanding anything contained herein, in case the period of Force Majeure lasts for more than 3 (three) months from the occurrence of the event of force majeure, whether such force majeure event occurs before or after commissioning of the Project, either party shall have the right to terminate the Agreement by a written notice of 15 (fifteen) days to the other party.

The IA shall give notice to the TSCA of:

- i. the cessation of the event or circumstance of Force Majeure being claimed; and

- ii. the cessation of the effects of the event or circumstance of Force Majeure being claimed on the enjoyment by such Party of its rights or the performance of its obligations pursuant to the Agreement, as soon as possible after becoming aware thereof.

### **3.12 Handing Over**

1. At the end of the services period of 5 years, TSCA may exercise its option to renew the contract with the existing IA or may invite fresh bids for subsequent maintenance or extension.
2. If handover is required to any other IA other than the existing IA, at the end of the existing contract or otherwise, the existing IA would be responsible for handing over the complete know-how documentation records/software logs and all such relevant items that may be necessary for the transition process.

### **3.13. Termination**

1. Termination for Default:  
If the IA fails to carry out the award / work order in terms of this document within the stipulated period or any extension thereof, as may be allowed by TSCA, without any valid reasons acceptable to TSCA, TSCA may terminate the contract after giving 45 days' notice, and the decision of TSCA on the matter shall be final and binding on the IA. Upon termination of the contract, TSCA shall be at liberty to get the work done at the risk and expense of the IA through any other agency, and to recover from the IA compensation or damages.
2. Termination for Insolvency:  
If the IA becomes bankrupt or otherwise insolvent, TSCA may at any time terminate the Agreement by giving written notice of 30 days to the IA. In this event, termination will be without compensation to the IA, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to TSCA. In exercise of the exclusive charge upon the assets of the IA, TSCA shall be entitled to take over the assets of the IA.
3. Force Majeure Termination:  
In case the period of Force Majeure lasts for more than 3 (three) months from the occurrence of the event of force majeure, whether such force majeure event occurs before or after commissioning of the Project, either party shall have the right to terminate the Agreement by a written notice of 15 (fifteen) days to the other party. In the event of such termination, TSCA will take over all equipment (without any liability) necessary for the proper and normal operation of the Project, including but not limited to all constructed/ pre-fabricated sites (if any), laid cables, software, technical designs, technical & operational manuals and also all electrical, civil and mechanical works at all offices related to the Project.
4. Termination for Convenience:  
TSCA may by written notice, sent to the selected bidder, terminate the work order and/or the Contract, in whole or in part at any time of its convenience by giving 60

day notice. The notice of termination will specify that termination is for TSCA's convenience, the extent to which performance of work under the work-order and/or the contract is terminated and the date upon which such termination becomes effective. TSCA reserves the right to cancel the remaining part and pay to the selected bidder an agreed amount for partially completed Services.

### **3.14. Resolution of Disputes and Arbitration**

1. TSCA and the selected IA 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.
2. If, after thirty (30) days from the commencement of such informal negotiations, State and the selected IA have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Arbitration and Conciliation Act, 1996.
3. All Arbitration proceedings shall be held at Agartala, Tripura, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

### **3.15. Acquaintance with local conditions**

1. Each IA 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.
2. The IA is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of Letter of Intent/Award as described in the bidding documents. The Tenderer shall not entertain any request for clarification from the IA regarding such local conditions.
3. It is the IA'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 Tenderer. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Tenderer on account of failure of the IA to know the local laws / conditions.

### **3.16. Statutory and Regular Approvals**

The IA shall be responsible for obtaining approvals for any statutory and regulatory requirements from any of the authorities. Further, the IA shall be responsible to get required documentation completed for obtaining such approvals from time to time.

### **3.17. Confidentiality**

Any information pertaining to GoT /TSCA or any other agency involved in the project, matters concerning GoT/TSCA that comes to the knowledge of the IA in connection with this contract, will be deemed to be confidential and the IA will be fully responsible, for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to observe the same. The IA shall ensure due secrecy of information and data not intended for public distribution.

### **3.18. Limitation of Liability**

The liability of the TSCA for its obligations under the Contract shall in no case exceed the total value of the Contract.

### **3.19. Failure to Agree with the Terms and Conditions of the RFP**

Failure of the successful IA to agree with the Terms and Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event TSCA may award the Contract to the next best value IA or call for new Bids.

### **3.20. Indemnification**

(1) The IA shall indemnify TSCA and hold it harmless from all losses, claims, causes of action, damages, liabilities, fines, penalties and expenses of all kinds (including legal expenses, court fees and professional advisory service expenses) arising from or out of any adverse claims of any and all persons related to the execution of services as mentioned in the RFP.

Notwithstanding anything expressed or implied in the Agreement to the contrary:-

- (i) Neither Party shall be liable to the other Party in Agreement, tort, warranty, strict liability or any other legal theory in respect of any cost, expense, loss or damage of an indirect, consequential, incidental, punitive or exemplary nature suffered by the other including but not limited to loss of use of property, Agreement, production, maintenance charges or goodwill or cost of business interruption or increased costs of working howsoever arising including but not limited to the default or sole or concurrent negligence of a Party and whether or not foreseeable at the date of the Agreement.
- (ii) The parties shall indemnify, defend and hold the other harmless against any and all third party claims.
- (iii) Such indemnity shall not extend to any loss, death or injury or any expenses relating thereto to the extent that it was caused by any act or omission of either party or the failure of either party to take reasonable steps in mitigation thereof.
- (iv) Such indemnity shall not be applicable to any loss, damage, cost or expense in respect of, and to the extent that either party is compensated pursuant to the terms of any other agreement or under any policy of insurance.



For the purpose of this clause:-

(1) The IA shall include its directors, employees, agents, Affiliates and sub-contractors.

Properties and Facilities -

The IA shall assume full responsibility and liability for the maintenance and operation of its properties and facilities and shall indemnify and hold TSCA harmless from all liability and expense on account of any and all damages, claims or actions, including injury to and death of persons, arising from any act, accident or omission in connection with or arising out of the installation, presence, maintenance and operation of properties and facilities of the IA.

### **3.21. Control and Possession**

The IA shall be deemed to be in control and possession of the equipment necessary for the proper and normal operation of the Tripura SWAN.

### **3.22. Assignments:**

#### **Mergers and Acquisitions**

No consent of TSCA shall be required, when an assignment by the IA is the result of, and part of, a corporate acquisition, merger or combination with an affiliated entity or reorganization provided that such entity shall not be released of the obligations of the IA under the Agreement.

### **3.23. Books & Records**

IA shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by TSCA during the terms of Contract until expiry of the performance guarantee.

### **3.24. Amendment to the Agreement**

Amendments to the Agreement may be made by mutual agreement by both the Parties. No variation in or modification in the terms of the Agreement shall be made except by written amendment signed by both the parties. All alterations and changes in the Agreement shall take into account prevailing rules, regulations and laws.

### **3.25. Use of Agreement Documents and Information**

The IA shall not without prior written consent from TSCA disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of TSCA in connection therewith to any person other than the person employed by the IA in the performance of the Agreement. Disclosure to any such employee shall be made in confidence and shall extend only so far as may be necessary for such performance.

The IA shall not without prior written consent of TSCA make use of any document or information made available for the project except for purposes of performing the Agreement.

All project related documents issued by TSCA other than the Agreement itself shall remain the property of TSCA and Originals and all copies shall be returned to TSCA on completion of the IA's performance under the Agreement, if so required by the TSCA.

### **3.26. TSCA's Right to Vary Scope of Contract at the time of Award**

The TSCA may at any time during the period of contract, by a written order given to the Bidder, make changes within the general scope of the Contract. Accordingly, the TSCA reserves the right to expand resources by up to 100% or to reduce up to 25% as when work is reduced if deemed necessary by TSCA, subject to 100% of the Contract value.

The TSCA shall reserve the right, not to purchase all or partial services/resources quoted by the bidder in this bid.

## **4. Special Conditions**

The following clauses shall supplement the Instructions to IAs and General Conditions of Contract.

### **4.1. Responsibility of Various Stake Holder in the Project**

The project have following stake holder.

- IA (Implementation Agency)
- TSCA (Tripura State Computerization Agency)
- Bandwidth Service Provider (BSNL/RailTel)

#### **Roles and Responsibility of IA:**

IA would be the key agency for facility management services, operating and maintenance of the Tripura SWAN. IA will be doing the FMS and O&M for the contract period.

#### **Phase-I**

- Understanding details of Tripura SWAN and gathering current information regarding network from TSCA
- Deployment of technical manpower as per work order at identified PoPs during Initiation Phase.
- Supply necessary equipment as per technical specification mentioned at Annexure-17 and quantity as mention in BoQ (Financial Bid)
- Commissioning of all the required links for PoPs and documentation of the integrated and commissioned links.

- Prepare Inventory list of all Hardware, Software, Spares and Technical Manuals etc. available in the PoP and ensure the security and upkeep of these items in consultation with PoP in charge/designated nodal officer of TSCA.

**Phase-II**

- Ensuring complete Network infrastructure availability as per SLA and Scope of work.
- Monitoring the network using Network Management System (NMS).
- Resolving all the incidents, problems and user queries of Tripura SWAN and other networks as per SLA and Scope of work.
- Analyzing the frequent incidents and conduct detailed analysis of the same.
- Feasibility study for any new connectivity of Tripura SWAN as and when desired by TSCA. Also setup new connectivity for Tripura SWAN.
- Network Management – managing and monitoring the entire Network PoPs and perform link management and link failures.
- Managing and monitoring the entire Last Mile/Horizontal Connectivity assigned to IA and perform link management and link failures.
- Carry out preventive maintenance scheduled by TSCA in an uninterrupted way.
- Perform Service Desk/Help Desk management.
- Perform incident and fault management for all kind of terrestrial link including Physical testing of all links, Ensuring link quality, Detection and isolation of faults, Logging of calls with bandwidth provider, Interface and coordinate with various agencies (bandwidth provider, vendor, TSCA and different state departments, etc.).
- Perform incident and problem management.
- Perform change management and document the activities.
- Perform OEM and 3rd party vendor management.
- Perform asset and configuration management.
- Perform release management.
- Perform LAN management, implementation, support, installation at PoPs.
- Perform NOC management, implementation, support, installation at PoPs.
- Perform Security management, implementation, support, installation at PoPs.
- Perform patch management, antivirus management, support, installation at PoPs.
- Perform the spare and inventory management.
- Preparation and submission of invoices to TSCA along with availability and performance reports of infrastructure items.
- Documentation related to IT infrastructure supported by respective IA should be made available when demanded.
- Coordinate review meetings with bandwidth provider at various levels.
- Prepare detailed Network Diagram in consultation with TSCA for smooth fault management and trouble shooting.
- Coordinate/participate in review meetings with various levels of the TSCA and its customers (i.e. government departments and offices) for FMS.
- Installation, commissioning, configuration, integration of required Network Hardware and Software infrastructure as per TSCA IT and security policy.

- Ensuring TSCA policies are being followed and practiced at the Tripura SWAN and other required offices.
- Migration from IP4 to IPV6.
- IA shall also help TSCA to implement e-Governance initiatives at various user locations.

### **Roles and Responsibility of TSCA**

The responsibility of administration, management and policy framing for Tripura SWAN will be the sole responsibility of TSCA.

#### **Phase-I**

- Providing information about existing Tripura SWAN to IA. This would include Existing SWAN architecture, Administrative functioning of TSCA as an organization, detailed network and security architecture, various applications running over Tripura SWAN.
- Provide the details to IA about the links to be commissioned.
- List out the nodal officers at various PoPs.
- Help in coordinating with the various agencies (bandwidth provider, respective different state departments and project owners etc.), if required.
- Provide support to IA for smoother functioning.
- Provide space and available infrastructure facilities to the IA's personnel.
- Fund Management.

#### **Phase II**

- Reviewing the IA's performance, as per agreed service level.
- Reviewing the SWAN infrastructure availability and performance reports.
- Reviewing the routine issues and resolve the internal issues, if any.
- Calculate the relevant penalties if applicable and subsequent payment to IA after deducting penalties if any.
- Interface and coordinate with various agencies (bandwidth provider, IA, NKN, NIC and different state departments, etc.).
- Provide technical and other relevant information to IA as and when required for any new implementation and deployment.
- Provide Network IP addressing schema, network and security policy to the IA to run smooth operations of Tripura SWAN.
- Provide roadmap, details and any migration plans to new technology and/or up gradation.
- Provide new network, security related equipment to be installed at PoPs.
- Provide LAN components, LAN cables, and connectors etc. to be installed at PoPs.
- Provide space and available infrastructure facilities to the IA personnel.
- Conduct routine review meetings with IA and bandwidth provider for orderly availability of SWAN services.
- Timely payment to IA.
- Necessary Travel expenses will be provided to the IA on actual basis as per the prevailing rate of Govt. of Tripura on raising proper bills/invoices.

### Roles and Responsibility of Bandwidth Provider

Bandwidth Operator(s) would be the key agency for provisioning and availability of link/connectivity/bandwidth for the Network. There can be multiple bandwidth providers for providing the connectivity. NFO (s) will coordinate with respective bandwidth operators. TSCA will share the SLAs signed (if any) with bandwidth service providers to IA for ensuring compliance.

## 4.2. Payment Terms and Schedule

Sl. No.	Milestone	% of Payment to be released
1	Delivery and Installation of equipment	<ul style="list-style-type: none"> <li>• 90 % capex after successful Installation &amp; FAT.</li> <li>• Another 5% will be paid after 6 months of Installation and FAT.</li> <li>• Remaining 5% will be paid after 12 months of Installation and FAT.</li> </ul> <p>(If the site is not ready a certificate may issue by TSCA. In such cases 80% payment for capex will be made and remaining 20% for capex will be made after successful installation and FAT).</p>
2	Provide FMS support & maintenance of equipment for 5 years.	5% Opex Quarterly. (AMC charges for equipment will be paid after end of initial one year warranty period.)

- Payment will be made to successful IA as per above mentioned schedule.
- On receipt of such invoice after verification, TSCA shall release the amount to the IA.
- The currency of payment shall be Indian Rupees.
- TSCA can convey specific observations to any incorrect/wrong-invoiced amounts by written notice to successful IA.
- Penalty as per the Tender terms and conditions will be calculated and adjusted from the bill.
- It is the binding duty of the successful IA to regularly pay the deployed manpower their entitlements like monthly salaries/wages and the documentary proof of the

salary paid may be asked to be submitted to TSCA, whenever deemed necessary, for the processing of the bills.

- All payments to successful IA will be made subject to deduction of TDS (Tax deduction at Source) as per the income Tax Act, 1961, applicable penalty and other taxes, if any, as per Government of India rules.
- If there is any deficiency in the performance of contractual obligations on the part of the IA, the IA shall be liable for imposition of appropriate penalties as specified in the RFP and TSCA shall be entitled to deduct such penalties at source while making payment to the IA for the services provided as mentioned & forfeit the guarantee submitted.

### 4.3. Operational Penalties

Uptime of any SWAN PoP should be 95 % during (primary business hours, i.e. 10:00 AM to 5.30 PM excluding Sundays and Holidays). If the uptime is less than 95% during primary business hour, the applicable penalties will be as below:

Sl. No.	Condition	Penalty
1	uptime less than 95% to 85%	5% of quarterly Opex charges for that site.
2	Uptime less than 85% to 75%	10% of quarterly Opex charges for that site.
3	Uptime less than 75% to 65%	15% quarterly Opex charges for that site.
4	Uptime less than 55%	20% quarterly Opex charges for that site.

If the Uptime is less than 55% for consecutive 2 quarter TSCA shall have the right to terminate the Agreement and TSCA shall have the right to forfeit the Bank Guarantee.

### 4.4 Penalty for Manpower

Sl. No.	Service level	Penalty
1	Deployment of required manpower at SHQ within 3 months of acceptance of LoI and signing the contract.	1% penalty for per week delay on quarterly payment for SHQ Resources.
2	Deployment of required manpower at DHQ within 3 months of acceptance of LoI and signing the contract.	1% penalty for per week delay on quarterly payment for DHQ Resources.
3	Deployment of required manpower at BHQ within 3 months of acceptance of LoI and signing the contract.	1% penalty for per week delay on quarterly payment for BHQ Resources.
4	Any position is vacant for 1 month as mentioned in this RFP.	No payment will be made for that vacant resource. Beyond one

		month delay, 5% penalty per week on that resource cost.
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4.4.1 If any position is vacant for more than 2 months, TSCA reserves the right to engage the required manpower and necessary expenditure for such manpower will be deducted from the bill of IA.

4.4.2 For delay in supply of equipment 2% penalty per week on equipment price will be imposed. However this penalty should not exceed 10%. In case penalty exceeds 10% TSCA reserves the right to cancel such order and terminate the agreement.

#### 4.5 Penalties for misuse

Case of misuse of bandwidth/Internet at the instance of IA, it shall be considered as a criminal offence and also the penalty imposed on the IA, without prejudice to TSCA other remedies under the Agreement, shall be in the form of forfeiting of Performance bank guarantee(PBG).

#### 4.6 Penalty Exclusions

Penalty will not be applicable to NFO under following conditions:

- Systems not owned or controlled by IA. However, IA will troubleshoot the failure and rectify the problem with spares/equipment/software/components provided by TSCA and maintain the SLA.
- Failure of Bandwidth from Bandwidth Service Provider. However, proof of failure at the level of bandwidth will have to be provided by the IA through NMS (with due acknowledgement from Bandwidth Provider).
- Circumstances or instances of Force Majeure.
- Scheduled or preventive maintenance.

#### 4.7 Implementation Schedule

Sl.No.	Activity	Time line
1	Issue of LoI, Signing of Agreement & issuance of Work each Order.	T
2	Delivery of equipment and Placing of required manpower at identified location.	T+3 Months
3	Providing services as mentioned in this tender	T+60 Months

### 5. Scope of Work

This Agreement covers all clauses mentioned in the RFP and the following under its scope.

#### 5.1 Network, Security System and Facility Management

- Monitoring of the Network.
- Management of Network hardware, NMS and Servers related to Networks and Security.

- NMS Management.
- Management of Network Infrastructure for Voice and VC Services.
- Wireless System: RF, Wireless Systems are not part of the IA's responsibility; however IA shall perform vendor management activities.
- Management of LAN, Structured Cabling (Passive) including Active & Passive components for all type of copper & OFC media including splicing of OFC for the existing infrastructure.
- Internet and Intranet service Management.
- Service Desk/Help Desk Management.
- Management of Security infrastructure, Firewall, IPS, IDS etc.
- Anti-Virus & Patch Management etc.
- Comprehensive Documentation.
- IA shall be responsible for any technology or platform up gradation during the term of project. Such migrations shall also include migration to IPv6, MPLS, etc. IA has to prepare project plan for this migration activity, and provide complete support to TSCA for the smooth transition whenever desired.
- Coordination for installation of Network components, NMS, Security components, LAN components etc.
- Bandwidth Optimisation.
- Lease Lines and Local Loops management.
- Constant Monitoring of the Internet Service.
- Internet Connectivity.
- Liaison with Bandwidth and Internet Service Provider and vendors.
- Liaison with UPS vendors for maintenance and for proper operation.
- UPS operation at PoPs and maintain the log register for outage, breakdown etc.
- Provide necessary manpower and equipment as per Annexure-14 after issuance of LoI and signing the agreement and issuance of Work Order.
- During the contract if any change of site/location is required the IA should execute the work and necessary payment for that purpose will be made as per the rate mention in LoI.

Selected IA needs to sign an agreement with TSCA.

## **5.2 Network Availability:**

1. Network Availability is defined as end-to-end connectivity and accessibility on the network.
2. In case of Leased Line/WAN Link Management, a trouble ticket will be generated after logging a call with Bandwidth Provider; and IA for the same will do follow up, to restore at the earliest.
3. Scheduled and Preventive Maintenance should be planned only on Non-business hours or Sundays or Holidays. Scheduled and Preventive Maintenance anytime during service hours will be considered unavailability of service.
4. Scheduled and Preventive Maintenance by IA for the Network shall not exceed 24 hours in a quarter subject to a maximum of 3 (Three) hours at a stretch.



5. For Scheduled and Preventive Maintenance by IA for the Hardware /or Software /or Active /or Passive shall be done with written prior intimation to TSCA at least 72 hours in advance.
6. Network Link and Network Availability shall not be considered unavailable for reasons attributable to failure of applications, equipment, or facilities that are:
  - any unauthorized use of the service by user.
  - Force Majeure events.

### **5.3. Network Management Services**

1. Identifying Network, System, Server faults and getting them resolved.
2. WAN Management
  - i. Generate trouble ticket using Service Desk/Help Desk after logging a call with Lease Line/WAN Link Provider and follow up the same.
  - ii. MIS report will be submitted by the IA on monthly basis and as and when requested by TSCA.
  - iii. Maintain an up-to-date overall and comprehensive network architecture, network/ Security infrastructure configurations, Hardware and Software inventory, Data Back-up and restoration as per policy and procedure, IP Telephony and Video-conferencing setup, IP address management, Core Services Setup, Implementation of security policy, LAN Management & support, documentation in Soft and Hard copies for all the above.
  - iv. IA should have a well-defined and documented procedure for change management.
3. Overall Management
  - i. Managing and ensuring the services availability include network, proxy, Antivirus, etc. at optimum level for TSCA.
  - ii. Managing and operating all the Network Devices, Security components, Hardware and Operating System related issues.
  - iii. Ensure availability and optimum utilization of all Networking, Security components and their monitoring & trouble shooting for smooth & trouble free network operation.

### **5.4. Supply of Equipment**

The IA needs to supply the required equipment as per Technical Specification mentioned at Annexure-17 and quantity as mentioned in the Financial BID (BOQ). For supply of equipment, separate supply order will be issued with reference to the LoI. Delivery period will be 3 months after issuance of such supply order. Payment will be made after successful delivery, installation and FAT at each site. However if the site is not ready a certificate may issue by TSCA. In such cases 80% payment for capex will be made and remaining 20% for capex will be made after successful installation and FAT.

## 6. Exit Management:

1. Upon completion of the contract period or upon termination of the agreement for any reasons, the IA shall comply with the following:
  - (a) Notify to TSCA forthwith the particulars of all Project Assets;
  - (b) Deliver forthwith actual or constructive possession of the TSWAN Project free and clear of all Encumbrances and execute such deeds, writings and documents as may be required by the TSCA / State Govt. for fully and effectively divesting the IA of all of the rights, title and interest of the IA in the TSWAN Project and convey in the TSWAN Project;
  - (c) comply with the Divestment Requirements set out in the RFP except in case if Termination of this Agreement
  - (d) pay all transfer costs and stamp duty applicable on hand back of project assets except in case the Project is being transferred due to State Govt. of Default, Indirect Political Event, Political Event or expiry of Concession period, where State Govt. shall be responsible for transfer costs and stamp duty, if any.
  
2. Subject to clause 1 of exit management, upon completion of the contract period or upon termination of the agreement, the IA shall comply and conform to the following Divestment Requirements in respect of the TSWAN Project:
  - (i) all Project Assets including the hardware, software, documentation and any other infrastructure shall have been renewed and cured of all defects and deficiencies as necessary so that the TSWAN Project is compliant with the Specifications and Standards set forth in the RFP, Agreement and any other amendments made during the contract period;
  - (ii) the IA delivers relevant records and reports pertaining to the TSWAN Project and its design, engineering, operation, and maintenance including all operation and maintenance records and manuals pertaining thereto and complete as on the Divestment Date;
  - (iii)
  - (iv) IA executes such deeds of conveyance, documents and other writings as the State Govt. may reasonably require to convey, divest and assign all the rights, title and interest of the IA in the TSWAN Project free from all Encumbrances absolutely and free of any charge or tax unto the State Govt. or its Nominee; and
  - (v)
  - (vi) The IA complies with all other requirements as may be prescribed under Applicable Laws to complete the divestment and assignment of all the rights, title and interest of the IA in the TSWAN Project free from all Encumbrances absolutely and free of any charge or tax to State Govt. or its nominee.
  
3. Not earlier than 3 (three) months before the expiry of the contract Period but not later than 30 (thirty) days before such expiry, or in the event of earlier Termination of the contract, immediately upon but not later than 15 (fifteen) days from the date of issue of Termination Notice, the Independent Consultant as nominated by the TSCA shall verify, in the presence of a representative of the IA, compliance by the IA with the Divestment Requirements set forth in the RFP in relation to the TSWAN Project and, if required, cause appropriate tests to be carried out at the Divestment

Requirements are found by either Party, it shall notify the other of the same and the IA shall rectify the same at its cost.

4. Upon the IA conforming to all Divestment Requirements and handing over actual or constructive possession of the Project to TSCA/ State Govt. or a person nominated by State Govt. in this regard, TSCA/State Govt. shall issue a certificate substantially in the form set forth in earlier Section, which will have the effect of constituting evidence of divestment of all rights, title and lien in the TSWAN Project. IA and their vesting in TSWAN Project pursuant hereto. Issue of such certificate shall not be unreasonably withheld by State Government. The divestment of all rights, title and lien in the TSWAN Project shall be deemed to be complete on the date when all the Divestment requirements have been fulfilled or the Certificate has been issued, whichever is earlier, it being expressly agreed that any defect or deficiency in any Divestment Requirement shall not in any manner be construed or interpreted as restricting the exercise of any rights by State Government or its nominee on or in respect of the TSWAN Project on the footing as if all Divestment Requirements have been complied with by the Concessionaire.

## Annexure 1: IA Profile

RFP No: 6(7)/TSCA/SWAN/2017 dated 26/09/2017

Name of the Project: Selection of Facility Management Service Operator for Tripura State Wide Area Network (TSWAN)

1	Name of the Firm	
2	Registered Office address Telephone Number Fax Number e-mail	
3	Correspondence/ contact address	
4	Details of Contact person (Name, designation, address etc.) Telephone Number Fax Number e-mail	
5	Is the firm a registered company? If yes, submit documentary proof.  Year and Place of the establishment of the company	
6	Former name of the company, if any.	
7	Is the firm a Government/ Public Sector Undertaking? a propriety firm? a partnership firm (if yes, give partnership deed)? a limited company or limited corporation? a member of a group of companies (if yes, give name and address, and description of other companies)? a subsidiary of a large corporation (if yes give the name and address of the parent organisation) If the company is subsidiary, state what involvement if any, will the parent company have in the project? a joint venture consortia (if yes, give name and address of each partner)?	
8	Is the firm registered with sales tax department? If yes, submit valid sales tax registration certificate.	
9	Is the firm registered for service tax with Central Excise Department	

	(Service Tax Cell)? If yes, submit valid service tax registration certificate.	
10	Is the firm registered under Labour Laws Contract Act? If yes, submit valid registration certificate.	
11	Attach the organizational chart showing the structure of the organization including the names of the directors and the position of the officers. Total number of employees	
12	Number of years of experience: as a Bidder	
13	How many years has your organization been in business under your present name? What were your fields when you established your organization? When did you add new fields (if any)?	
14	What type best describes your firm? (documentary proof to be submitted) <ul style="list-style-type: none"> <li>• Manufacturer</li> <li>• Supplier</li> <li>• System Integrator</li> <li>• Consultant</li> <li>• IA (pl. specify details)</li> <li>• Software Developer</li> <li>• Total solution provider (design, supply, integration, O&amp;M)</li> <li>• IT Company</li> </ul>	
15	Number of Offices / Project Locations	
16	Do you have a local representation /office in Agartala? If so, please give the address and the details of staff, infrastructure etc in the office and no. of years of operation of the local office	
17	Does your organization have SEI – CMM / ISO 9001 certificates? If so, attach copies of the certificates. State details, if certified by bodies, other than that stated.	
18	List the major clients with whom your organization has been/ is currently associated.	
19	Were you ever required to suspend a project for a period of more than three months continuously after you	

	started? If so, give the names of project and reasons for the same.	
20	Have you in any capacity not completed any work awarded to you? (If so, give the name of project and reason for not completing the work)	
21	In how many projects you were imposed penalties for delay? Please give details.	
22	The IA shall disclose details pertaining to all contingent liabilities, claims, disputes, matters in appeal & in court and any pending litigation against the IA .If nil, an undertaking from the IA mentioning the same.	
23	Whether your organisation has Bank's certificate of solvency. If yes, submit documentary proof.	
24	Have you ever been denied tendering facilities by any Government/ Department/ Public sector Undertaking? (Give details)	

## Annexure 2: Format for Financial Information

RFP No. 6(7)/TSCA/SWAN/2017 dated 26/09/2017

Name of the Project: Selection of Facility Management Service Operator for Tripura State Wide Area Network (TSWAN)

Name of the IA	Turn Over (Rs Crore)			
	13-14	14-15	15-16	Average of (13-14,14-15 & 15-16)

Note:

1. Submit the audited financial statement/ audited annual report of the last three financial years (i.e FY 13-14, FY14-15 & FY 15-16) .

### **Annexure 3: Format for Performance Bank Guarantee**

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.                      Date:

To  
Member Secretary,  
Tripura State Computerization Agency  
ITI Road, Indranagar; Agartala

Dear Sir,

WHEREAS ..... (Name of IA) hereinafter called "the IA" has undertaken, in pursuance of Contract dated ... 2017 (hereinafter referred to as "the Contract") to implement the Horizontal Extension of SWAN for the Tripura State Computerization Agency(TSCA), Government of Tripura ("GoT").

AND WHEREAS it has been stipulated in the said Contract that the IA shall furnish a Bank Guarantee ("the Guarantee") from a Nationalized bank for the project/performance of the Horizontal Extension of SWAN as per the agreement.

WHEREAS we ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the Tripura State Computerization Agency (TSCA),Government of Tripura ("GoT") the Guarantee:

THEREFORE the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of Rs. \_\_\_\_\_ (being 10% of the sum of order value) to TSCA, GoT under the terms of their Agreement dated on account of full or partial non-performance / non-implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards TSCA, GoT under this Guarantee shall not, under any circumstances, exceed in aggregate.
2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from TSCA, GoT stating full or partial non-implementation and/ or delayed and or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to TSCA, GoT any and all sums demanded by TSCA, GoT under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from TSCA, GoT to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr..... .
3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 12 months from the date of its execution. However, the Guarantee shall, not less than 30 days, prior to its expiry, be extended by the Bank for a further period of 12 months. The Bank shall extend the Guarantee annually in the manner herein before provided for a period of six years from the date of issue of this Guarantee.



4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
  - a. any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
  - b. any breach or non-compliance by the IA with any of the terms and conditions of any Agreements/credit arrangement, present or future, between IA and the Bank.
5. The BANK also agrees that TSCA, GoT at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against IA and not withstanding any security or other guarantee that TSCA, GoT may have in relation to the IA's liabilities.
6. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of TSCA, GoT or any other indulgence shown by TSCA, GoT or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.
7. This Guarantee shall be governed by the laws of India and only the courts of Agartala, Tripura shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this..... the ..... Day of .....2017

Witness

(Signature) (Signature) (Name) (Name)  
Bank Rubber Stamp

(Official Address) Designation with Bank

Stamp Plus Attorney as per Power of Attorney No.

Dated:

### Annexure 4: Format for Providing Citations

Sl. No.	Item	Guidelines	Attachment Ref.No. for details
1.	Name of the Project		
2.	Client Details	Name; Contact person's Name & No.	
3.	Domain/Sector	Please specify the domain such as which department etc.	
4.	No. of Locations	Please Specify Number of locations for implementation	
5.	Scope of Work	Provide Scope of Work; highlight Key Result Areas expected and achieved	
6.	Contract Value	Provide particulars on Contract Value assigned to each major phase and milestone	
7.	Complete Project Duration	Provide particulars on the total time taken for the completion of project including time details on various activities	

The Citations should be given in the above format. A separate copy of this format should be used for each citation.

## Annexure 5: Format for Queries

IA's requiring specific points of clarification may communicate with TSCA, GoT during the specific period using the following format.

RFP No6(7)/TSCA/SWAN/2017 dated 26/09/2017

Name of Project: Selection of Facility Management Service Operator for Tripura State Wide Area Network (TSWAN).

Name of the IA-

Contact Address of the IA-

Sl No.	Section No.	Page No	Query

Signature:

Name of the Authorized signatory:

Company seal:

Note: All the queries should be sent in this format to: **bidyut.datta@nic.in**. No other format is acceptable apart from this format. All queries to be submitted atleast one day before pre-bid meeting.



Duly authorized to sign the Tender Response for and on behalf of: (Name and Address of Company)

Seal/Stamp of IA

Witness Signature: Witness Name:

Witness Address:

## **Annexure 7: Statement of Deviation from Technical Specification**

To  
Member Secretary,  
Tripura State Computerization Agency  
ITI Road, Indranagar; Agartala

Reference. RFP No. ....Dated.....

Dear Sir,

Following are the deviations and variations from the Technical Specifications of tendered items. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your specifications and documents.

<b>Sl. No.</b>	<b>Section No. &amp; Page No.</b>	<b>Deviation in the Bid</b>	<b>Brief Reason</b>
<b>1.</b>			
<b>2.</b>			
<b>3.</b>			

## **Annexure 8: Statement of Deviation from Tender Terms and Conditions**

To  
Member Secretary,  
Tripura State Computerization Agency  
ITI Road, Indranagar; Agartala

Reference. RFP No. ....Dated.....

Dear Sir,

Following are the deviations and variations from the Terms and Conditions of the Tender. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your specifications and documents.

<b>Sl. No.</b>	<b>Section No. &amp; Page No.</b>	<b>Deviation in the Bid</b>	<b>Brief Reason</b>
<b>1.</b>			
<b>2.</b>			
<b>3.</b>			

## Annexure 9: Format of Curriculum Vitae for Proposed Manpower

(Use the Format given below for each individual)

Sl.No.	Category	Details
1.	Proposed Position	
2.	Name	
3.	Current Designation	
4.	Educational Background/ Training/ Certifications	
5.	Tasks proposed to be assigned	
6.	Areas of Expertise	
7.	Summary of Professional/ Domain Experience	
8.	Period of Association with the organization	
9.	Number and Details of relevant project experience	
10.	Any other Information	



## Annexure 10: Financial Bid Letter:

To  
Member Secretary,  
Tripura State Computerization Agency  
ITI Road, Indranagar; Agartala

Reference. RFP No. ....Dated.....

Sir,  
We hereby declare

1. That we have domain knowledge in providing Facility Management support in Network Infrastructure , RF,WAN, LAN etc.
2. We are equipped with adequate manpower / machinery / technology for providing the Services as per the parameters laid down in the Tender Document. We hereby offer to provide the Services at the prices and rates mentioned in the Commercial Bid.
3. We do hereby undertake, that, in the event of acceptance of our bid, the Services shall be provided as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

We agree to abide by our offer for a period of 180 days from the date fixed for opening of the Commercial Bids and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the Contract applicable to the tender and we do hereby undertake to provide services as per these terms and conditions.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this Day of 2017 (Signature) (In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of: (Name and Address of Company)  
Seal/Stamp of IA

Witness Signature: Witness Name:

Witness Address:

### Annexure 11: Un-Priced Bills of Materials

Sl. No.	Item Description	item code	Make	Model
1	2	3	4	5
1	Firewall 1 (with all necessary accessories)	Item1		
2	Firewall 2 (with all necessary accessories)	Item2		
3	Router DHQ (with all necessary cables and Cards)	Item3		
4	Router SDHQ/BHQ (with all necessary cables and Cards)	Item4		
5	Manageable Switch	Item5		
6	Rack (24U)	Item6		
7	2 KVA online Ups with 2 hrs back up with SMF battery	Item7		
8	Battery Rack to accommodate SMF Batteries	Item8		
9	Modem (E1)	Item9		
10	Modem (V.35)	Item10		
11	STM1	Item11		
12	Laptop Computer	Item12		
13	Desktop Computer	Item13		
14	Project Manager	Item14		
15	Network Admin	Item15		
16	Security Admin	Item16		
17	Network Field Operator	Item17		
18	Help Desk	Item18		
19	Any other item proposed	Item32		
20	Any other item proposed	Item33		
21	Any other item proposed	Item34		
22	Any other item proposed	Item35		
23	Any other item proposed	Item36		
24	Any other item proposed	Item37		

## Annexure 12: Technical Evaluation Criteria

S. No	Criteria	Requirements	Max Mark	Supporting Documents
<b>COMPANY PROFILE</b>			<b>40 marks</b>	
1	Period (in years) of existence of the Bidder in India.	<ul style="list-style-type: none"> <li>• <math>\geq 10</math> Years = 10 Marks</li> <li>• <math>\geq 8</math> and <math>&lt; 10</math> = 9 marks</li> <li>• <math>\geq 6</math> and <math>&lt; 8</math> = 8 marks</li> <li>• <math>\geq 5</math> and <math>&lt; 6</math> = 7 marks</li> </ul>	10	a) Certificate of Incorporation
2	Average Annual turnover of the Bidder for last three FY (FY 13-14, FY 14-15 and FY 15-16)	<ul style="list-style-type: none"> <li>• <math>\geq 1000</math> Cr = 20 marks</li> <li>• <math>\geq 500</math> Cr and <math>&lt; 1000</math> Cr = 17 marks.</li> <li>• <math>\geq 250</math> Cr and <math>&lt; 500</math> Cr = 14 marks.</li> </ul>	20	Copy of the audited profit and loss account/ Statutory Auditors Certificated letter/ certified balance sheet of the last three financial years. (F.Y. 2013-14, 2014-15 and 2015-16 respectively).
3	Full time professional staff having ITIL V3, CCNP and CCNA certifications on its payrolls as on Bid submission date.	<ul style="list-style-type: none"> <li>• <math>\geq 100</math>: 10 marks</li> <li>• <math>\geq 50</math> and <math>&lt; 100</math>: 8 mark</li> <li>• <math>\geq 35</math> and <math>&lt; 50</math>: 7 marks</li> </ul>	10	Self-Certificate signed by the Authorized Representative of the Bidder should be submitted.
<b>RELEVANT PAST EXPERIENCE</b>			<b>15</b>	
4	The IA should have satisfactorily completed / ongoing minimum two projects each having value not less than Rs. 15 crores related to IT Infrastructure development, operation and maintenance activities with any Central/State Government Agencies/PSUs in India during the last 5 years (as on 31/3/17).	<ul style="list-style-type: none"> <li>• 4 or more nos. of projects each having value of Rs 15 crores or above = 15 Marks</li> <li>• 3 Projects each having value of Rs 15 crores or above = 13 marks</li> <li>• 2 Projects each having value of Rs 15 crores or above = 11 marks</li> </ul> <p>(Project with 10 Crore or above will be considered)</p>	15	
<b>Compliance to Technical specification of Equipment</b>			<b>20</b>	
5	Technical Specification of the Item Given at Annexure-17		20	Necessary data sheet and MAF should be

				submitted
<b>RESOURCE PROFILE</b>			<b>15</b>	
6	Project Manager (1)	Total Experience (In years) ≥ 10 = 5 marks ≥ 8 and <10: 3.5 marks  <i>Proposed resource should meet the qualifying criteria as mentioned in Annexure-13</i>	5	CV
7	Network Admin (2)	Total Experience (In years) ≥ 8= 5 marks ≥ 5 and <8: 3.5 marks  <i>Proposed resource should meet the qualifying criteria as mentioned in Annexure-13.</i>	5	CV
8	Security Admin (1)	Total Experience (In years) ≥ 8= 5 marks ≥ 5 and <8: 3.5 marks  <i>Proposed resource should meet the qualifying criteria as mentioned in Annexure-13.</i>	5	
<b>COMPANY CERTIFICATED (ISO AND CMMI)</b>			<b>10</b>	
9	ISO 9001		5	Valid certificate
10	ISO 27001		5	

\*The point system and points in the evaluation table are indicative, however evaluation committee reserves the right to change the points and point system for free and fair competition, if necessary.

### Annexure 13: Qualification of the Resources

SI No.	Profile	Total Experience	Qualification and Certifications	Others
1	Project Manager	8+ Years	BE / B-Tech with ITIL3 and CCNP certifications	Worked on projects for government clients.
2	Network Admin	5+ Years	BE/B.Tech with CCNA certification.	Relevant experience in managing all aspects of IT/ Network infrastructure.
3	Security Admin	5+ Years	BE/B.Tech with CCNA Security certification.	Relevant experience in managing all aspects of IT/ Network Security
4	Network Field Operator	3+ Years	BE/ B.Tech /MCA	Relevant experience in managing all aspects of IT/ Network infrastructure.
5	Help Desk	1 + year	Any Graduate	experience in IT Networking infrastructure and Should have good communication skills.

### Annexure 14: Location wise Equipment and Manpower Distribution

SL NO.	Name of Location	PM	N/w admin	Security admin	NFO	Help Desk	Firewall 1	Firewall 2	DHQ Router	SDHQ/BHQ Router	Switch	24 U Rack	2 KVA UPS & Battery Rack	Modem pair (E1 & V.35)	ST M 1	Desktop	Laptop
1	SHQ at NIC	0	0	0	2	0	1	1	0	0	0	0	0	0		2	
2	DIT/TSCA	1	2	1	1	3	0	0	0	0	8	3	0	14		3	5
3	DM West	0	0	0	0	0	0	0	0	0	0	0	0	0			
4	Mohanpur-BDO	0	0	0	1	0	0	0	0	1	1	0	1	0		1	
5	Mohanpur-SDM	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
6	Lefunga-BDO	0	0	0	1	0	0	0	0	1	1	0	1	0		1	
7	Hezamara-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
8	Mandai-BDO	0	0	0	1	0	0	0	0	1	1	0	1	0		1	
9	Dukli-BDO	0	0	0	1	0	0	0	0	1	1	0	1	0		1	
10	Jirania-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
11	TTAADC HQrKhumlung	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
12	Jirania-SDM	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
13	Khowai-DM & Collector	0	0	0	1	0	0	0	1	0		0		0	1	1	
14	Khowai-BDO	0	0	0		0	0	0		0	0	1	0	1	0	0	
15	Khowai-SDM	0	0	0	1	0	0	0	0	1	1	0	1	0		1	
16	Teliamura-SDM	0	0	0	1	0	0	0	0	1	1	0	1	0		1	
17	Teliamura-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
18	Mungiakami-BDO	0	0	0	1	0	0	0	0	1	1	0	1	0		1	
19	Kalyanpur-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
20	Tulashikhar-BDO	0	0	0	1	0	0	0	0	1	1	0	1	0		1	
21	Padmabill-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	

RFP for SWAN FMS

22	Sepahijala-DM & Collector	0	0	0	1	0	0	0	1	0	1	0	1	0	1	1	
23	Sonamura-SDM	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
24	Bishalgarh-SDM	0	0	0	1	0	0	0	0	1	1	0	1	0		1	
25	Jampuijala-SDM	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
26	Jampuijala-BDO	0	0	0		0	0	0				0					
27	Bishalgarh-BDO	0	0	0	1	0	0	0	0	1	1	0	1	0		1	
28	Boxanagar-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
29	Melaghar-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
30	Kathalia-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
31	South-DM & Collector	0	0	0	1	0	0	0	1	0	1	0	1	0	1	1	
32	Belonia-SDM	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
33	Santirbazar-SDM	0	0	0	1	0	0	0	0	1	1	0	1	0		1	
34	Rajnagar-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
35	Bagafa-BDO	0	0	0	1	0	0	0	0	1	1	0	1	0		1	
36	Hrishyamukh-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
37	Sabroom-SDM	0	0	0	1	0	0	0	0	1	1	0	1	0		1	
38	Satchand-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
39	Rupaichari-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
40	Jolaibari-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
41	Gomati-DM & Collector	0	0	0	1	0	0	0	1	0	1	0	1	1	0	1	
42	Udaipur-SDM	0	0	0		0	0	0		0		0					
43	Matabari-BDO	0	0	0	1	0	0	0	0	1	1	0	1	0		1	
44	Amarpur-SDM	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
45	Amarpur-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
46	Ompi-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
47	Karbook-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	

RFP for SWAN FMS

48	Karbbok-SDM	0	0	0		0	0	0	0			0					
49	Killa-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
50	Kakrabon-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
51	SLACHARI-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
52	Dhalai-DM & Collector	0	0	0	1	0	0	0	1	0	1	0	1	0		1	
53	Ganganagar-DCM	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
54	Ambassa-SDM	0	0	0	1	0	0	0	0	1	1	0	1	0		1	
55	Kamalpur-SDM	0	0	0	1	0	0	0	0	1	1	0	1	0		1	
56	Longthorai Valley-SDM	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
57	Gandacherra-SDM	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
58	Salema-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
59	Manu-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
60	Dumburnagar-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
61	Chawmanu-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
62	Ambassa-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
63	Durga Chawmuhani_BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
64	DM & Collector North	0	0	0	1	0	0	0	1	0	1	0	1	0	0	1	
65	Dharmanagar-SDM	0	0	0		0	0	0		0		0		0			
66	Kanchanpur-SDM	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
67	Panisagar-SDM	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
68	Panisagar-BDO	0	0	0		0	0	0	0			0					
69	Dasda-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
70	Jampui Hill-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
71	Kadamtala-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
72	Damcherra-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
73	Jubarajnagar-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	

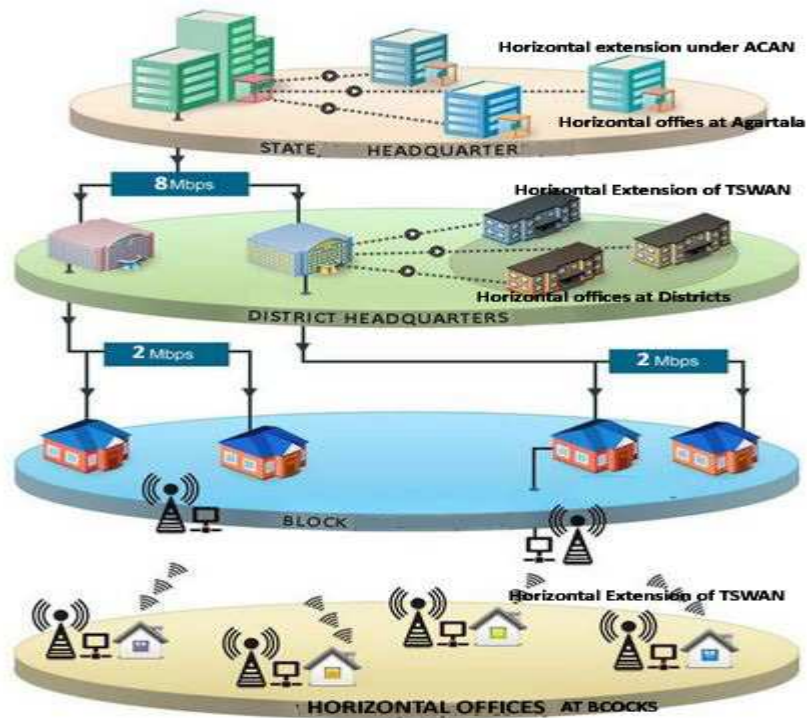


RFP for SWAN FMS

74	Unakoti-DM & Collector	0	0	0	1	0	0	0	1	0	1	0	1	0	1	1	
75	Kailashahar-SDM	0	0	0	1	0	0	0	0	1	1	0	1	0		1	
76	Kumarghat-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
77	Kumarghat-SDM	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
78	Pecharthal-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
79	Gournagar-BDO	0	0	0	1	0	0	0	0	1	1	0	1	1		1	
80	Bamutia_BDO	0	0	0	1	0	0	0	0	1	1	1	1	0		1	
81	Belabari_BDO	0	0	0	1	0	0	0	0	1	1	1	1	0		1	
82	Old_Agartala_BDO	0	0	0	1	0	0	0	0	1	1	1	1	0		1	
83	Mohanbhog_BDO	0	0	0	1	0	0	0	0	1	1	1	1	0		1	
84	Charilam_BDO	0	0	0	1	0	0	0	0	1	1	1	1	0		1	
85	TSWAN Bharat_Chandra_Nagar- BDO	0	0	0	1	0	0	0	0	1	1	1	1	0		1	
86	TSWAN_Poangbari-BDO	0	0	0	1	0	0	0	0	1	1	1	1	0		1	
87	Tepania_BDO	0	0	0	1	0	0	0	0	0	1	1	1	0		1	
88	TSWAN Raishyabari_BDO	0	0	0	1	0	0	0	0	0	1	1	1	0		1	
89	Laljuri-BDO	0	0	0	1	0	0	0	0	0	1	1	1	0		1	
90	Kalacherra_BDO	0	0	0	1	0	0	0	0	0	1	1	1	0		1	
91	Chandipur_BDO	0	0	0	1	0	0	0	0	0	1	1	1	0		1	
<b>Total</b>		<b>1</b>	<b>2</b>	<b>1</b>	<b>85</b>	<b>3</b>	<b>1</b>	<b>1</b>	<b>7</b>	<b>70</b>	<b>90</b>	<b>15</b>	<b>82</b>	<b>60</b>	<b>4</b>	<b>87</b>	<b>5</b>

Any additional Item (if any) needs to be delivered at TSCA Office.

## Annexure 15: High Level Functional Tripura SWAN Architecture



The above diagram shows the schematic connectivity of TSWAN POP. The Internet connectivity for the TSWAN is taken from NICNET (a network maintained by National Informatics Center) at SHQ and terminated on the SWAN core Router which is a of CISCO ASR 1000 Series.

Till date 72 PoPs are commissioned and 12 new PoPs are to be commissioned soon. The SHQ connects the DHQs and DHQs connect BHQs by means of Lease Circuit from BSNL and RailTel. The SHQ is located at NIC State Head Quarter in New Capital Complex, Agartala. Dedicated leased lines of variable capacity are being used for connectivity between various levels as per following details:

1. Connectivity from DHQs to SHQ is at 34Mbps to 1 Gbps.
2. Connectivity from BHQs to DHQs is at 2 Mbps to 10 Mbps

**Annexure 16: List of TSWAN PoPs**

<b>List of TSWAN PoPs</b>	
<b>West District</b>	
SL No	Name of the PoP
1	SHQ
2	Mohanpur-BDO
3	Mohanpur-SDM
4	Lefunga-BDO
5	Hezamara-BDO
6	Mandai-BDO
7	Dukli-BDO
8	Jirania-BDO
9	TTAADC HQRKhumlung
10	Jirania-SDM
<b>Khowai District</b>	
SL No	Name of the PoP
1	Khowai-DM & Collector
2	Khowai-SDM
3	Teliamura-SDM
4	Teliamura-BDO
5	Mungiakami-BDO
6	Kalyanpur-BDO
7	Tulashikhar-BDO
8	Padmabill-BDO
<b>Sepahijala District</b>	
SL No	Name of the PoP
1	Sepahijala-DM & Collector
2	Sonamura-SDM
3	Bishalgarh-SDM
4	Bishalgarh-BDO
5	Jampuijala-BDO
6	Boxanagar-BDO
7	Melaghar-BDO
8	Melaghar-DCM
9	Kathalia-BDO
<b>South District</b>	
SL	Name of the PoP

No	
1	South-DM & Collector
2	Belonia-SDM
3	Santirbazar-SDM
4	Rajnagar-BDO
5	Bagafa-BDO
6	Hrishyamukh-BDO
7	Sabroom-SDM
8	Satchand-BDO
9	Rupaichari-BDO
10	Jolaibari-BDO
Gomati District	
SL No	Name of the PoP
1	Gomati-DM & Collector
2	Matabari-BDO
3	Amarpur-SDM
4	Amarpur-BDO
5	Ompi-BDO
6	Karbook-BDO
7	Killa-BDO
8	Shilachari-DCM
9	Kakrabon-BDO
Dhalai District	
SL No	Name of the PoP
1	Dhalai-DM & Collector
2	Ganganagar-DCM
3	Ambassa-SDM
4	Kamalpur-SDM
5	Longthorai Valley-SDM
6	Gandacherra-SDM
7	Salema-BDO
8	Manu-BDO
9	Dumburnagar-BDO
10	Chawmanu-BDO
11	Ambassa-BDO
12	Durgachowmuhani-BDO
North District	
SL No	Name of the PoP
1	Dharmanagar-SDM
2	Kanchanpur-SDM

3	Dasda-BDO
4	Jampui Hill-BDO
5	Kadamtala-BDO
6	Panisagar-BDO
7	Damcherra-BDO
8	Jubarajnagar-BDO
Unakoti District	
SL No	Name of the PoP
1	Unakoti-DM & Collector
2	Kailashahar-SDM
3	Kumarghat-BDO
4	Kumarghat-SDM
5	Pecharthal-BDO
6	Gournagar-BDO

List of New blocks where SWAN link will be provisioned.

SI No.	District	Name of the Blocks
1	West	Bamutia_BDO
2		Belabari_BDO
3		Old_Agartala_BDO
4	Sepahijala	Mohanbhog_BDO
5		Charilam_BDO
6	South	TSWAN Bharat_Chandra_Nagar- BDO
7		TSWAN_Poangbari-BDO
8	Gomati	Tepania_BDO
9	Dhalai	TSWAN Raishyabari_BDO
10	North	Laljuri-BDO
11		Kalacherra_BDO
12	Unakoti	Chandipur_BDO

## Annexure 17: Technical specification of equipment

### ROUTER SDHQ/BHQ

Sl. No.	Features	Specification	Compliance (Yes / No)
1	Aggregate Throughput	100 Mbps	
2	No. of WAN Slot	2	
3	LAN Port (10/100/1000 ports )	2 nos.	
4	Flash Memory	4Gbps	
5	Routing protocol	OSPF, IS-IS, BGP, static IPv4 routing, static IPv6 routing, RIP	
6	Management	Telnet, SSHv2, SNMP	
7	Encapsulation	802.1q VLAN, Point-to-Point Protocol (PPP), Frame Relay, Serial (V.35), PPPoE	
8	Features support	MPLS support, IPv6 support, Quality of Service (QoS)	
9	Others	Should be supplied with WAN NIM -Serial Adapter or equivalent with 2 ports	
		Should be supplied with 2 nos. of V.35 or equivalent cable	
10	Industry standard	UL, IEC	
11	Warranty	1 year	

**ROUTER DHQ**

Sl. No.	Features	Specification	Compliance (Yes / No)
1	Aggregate Throughput	2 Gbps	
2	No. of WAN Slot	3	
3	LAN Port (10/100/1000 ports )	4 nos.	
4	Flash Memory	8 Gbps	
5	Routing protocol	OSPF, IS-IS, BGP, static IPv4 routing, static IPv6 routing, RIP	
6	Management	Telnet, SSHv2, SNMP	
7	Encapsulation	802.1q VLAN, Point-to-Point Protocol (PPP), Frame Relay, Serial (V.35), PPPoE	
8	Features support	MPLS support, IPv6 support, Quality of Service (QoS)	
9	Others	Should be supplied with WAN NIM -Serial Adapter or equivalent with 2 ports.	
		Should be supplied with 2 nos. of V.35 or equivalent cable	
10	Industry standard	UL, IEC	
11	Warranty	1 year	

**MANAGED SWITCH**

Features/ Components	Compliance (Yes/No)	Remark
<b>Switch Performance &amp; Throughput</b>		
• The Switch should support a minimum of 50 Gbps Switching Fabric Capacity.		
• The switch should have forwarding rate of min 40 Mpps		
• 24 port 10/100/1000 BaseT switch		
• Support for minimum 16K MAC entries		
<b>Layer 2 Features:</b>		
IEEE 802.1Q VLAN encapsulation		
• 802.1d (Spanning tree), 802.1w (RSTP), 802.1s(MSTP)		
• Should support minimum 500 active VLANs.		
<b>Security</b>		
• IEEE 802.1x, RADIUS.		
• Telnet, Secure Shell (SSH) Protocol, and Simple Network Management Protocol Version 3 (SNMPv3).		
Warranty : 1 year		

**FIREWALL 1**

<b>Hardware Spec</b>	
<b>Specification</b>	<b>Description</b>
Firewall throughput	9 GBPS
IPsec VPN throughput	2 Gbps
IPS throughput	3 Gbps
Concurrent connections	2000000
New connections per second	50000
VLAN	Minimum 500
Ports	6 port 10/100/1000 Mbps (Gbe Ports)
Operational temperature	(0° to 40° C)
Listed in Gartner Magic Quadrant	OEM should be listed in Leaders or Challengers Quadrant of Gartner Magic Quadrant.
<b>Features</b>	
<b>Features</b>	<b>Description</b>
Protocol Supports	OSPF/OSPF v3 , Static routes, RIP v1/v2, IPv4, IPv6, Internet Group Management Protocol (IGMP), Protocol Independent Multicast (PIM), Reverse Path Forwarding (RPF), Point-to-Point Protocol (PPP), Frame Relay, High-Level Data Link Control (HDLC), serial, Multilink Point-to-Point Protocol (MLPPP), Multilink Frame Relay (MLFR), and Point-to-Point Protocol over Ethernet (PPPoE).
QoS Features	Support for 802.1p, DiffServ code point (DSCP), Marking, policing, and shaping , Weighted random early detection (WRED)
Switching Features	Layer 2 Forwarding , MAC address learning, Spanning tree protocols (STP, RSTP), Link aggregation, Link Layer Discovery Protocol (LLDP)
Advanced Routing Services	BGP, IS-IS, MPLS (RSVP, LDP), L2/L3 MPLS VPN, pseudo wires, Virtual private LAN service (VPLS), MPLS traffic engineering and MPLS fast reroute
Firewall Services	Stateful firewall, Zone-based firewall , Screens and distributed denial of service (DDoS) protection, NAT, PAT, IPv6 address translation ,
VPN Features	GRE, IPsec, Site-site IPsec VPN, auto VPN, group VPN , Data Encryption Standard (DES), triple DES (3DES), Advanced Encryption Standard (AES-256) , MD5, SHA-1, SHA-128, SHA-256 , Pre-shared key and public key



	infrastructure (PKI) , IPv4 and IPv6 IPsec VPN, Multi-proxy ID for site-site VPN , Standard-based dead peer detection (DPD) support.
Network Services	(DHCP) client/server/ relay, Domain Name System (DNS) proxy, dynamic DNS (DDNS),
High Availability Features	VRRP, Stateful high availability( Dual box clustering , Active/passive , Active/active, Configuration synchronization , Firewall session synchronization
Application Security Services	Application visibility and control , Application-based firewall, Intrusion prevention, Antivirus, Antispam, Category/reputation-based URL filtering , SSL inspection,
Threat Défense and Intelligence Services	Secure threat intelligence, Protection from botnets , Advanced Threat Prevention to detect and block zeroday attacks
Management	SSH, Telnet, SNMP
Warranty	1 year

**FIREWALL 2**

<b>Hardware Spec</b>	
<b>Specification</b>	<b>Description</b>
Firewall throughput	15 GBPS
IPsec VPN throughput	3 Gbps
IPS throughput	5 Gbps
Concurrent connections	40,00,000
New connections per second	1 Lac
VLAN	Minimum 500
Ports	6 port 10/100/1000 Mbps (Gbe Ports)
Operational temperature	(0° to 40° C)
Listed in Gartner Magic Quadrent	OEM should be listed in Leaders or Challengers Quadrant of Gartner Magic Quadrant.
<b>Features</b>	
<b>Features</b>	<b>Description</b>
Protocol Supports	OSPF/OSPF v3 , Static routes, RIP v1/v2, IPv4, IPv6, Internet Group Management Protocol (IGMP), Protocol Independent Multicast (PIM), Reverse Path Forwarding (RPF), Point-to-Point Protocol (PPP), Frame Relay, High-Level Data Link Control (HDLC), serial, Multilink Point-to-Point Protocol (MLPPP), Multilink Frame Relay (MLFR), and Point-to-Point Protocol over Ethernet (PPPoE).

QoS Features	Support for 802.1p, DiffServ code point (DSCP), Marking, policing, and shaping , Weighted random early detection (WRED)
Switching Features	Layer 2 Forwarding , MAC address learning, Spanning tree protocols (STP, RSTP), Link aggregation, Link Layer Discovery Protocol (LLDP)
Advanced Routing Services	BGP, IS-IS, MPLS (RSVP, LDP), L2/L3 MPLS VPN, pseudo wires, Virtual private LAN service (VPLS), MPLS traffic engineering and MPLS fast reroute
Firewall Services	Stateful firewall, Zone-based firewall , Screens and distributed denial of service (DDoS) protection, NAT, PAT, IPv6 address translation ,
VPN Features	GRE, IPsec, Site-site IPsec VPN, auto VPN, group VPN , Data Encryption Standard (DES), triple DES (3DES), Advanced Encryption Standard (AES-256) , MD5, SHA-1, SHA-128, SHA-256 , Pre-shared key and public key infrastructure (PKI) , IPv4 and IPv6 IPsec VPN, Multi-proxy ID for site-site VPN , Standard-based dead peer detection (DPD) support.
Network Services	(DHCP) client/server/ relay, Domain Name System (DNS) proxy, dynamic DNS (DDNS),
High Availability Features	VRRP, Stateful high availability( Dual box clustering , Active/passive , Active/active, Configuration synchronization , Firewall session synchronization
Application Security Services	Application visibility and control , Application-based firewall, Intrusion prevention, Antivirus, Antispam, Category/reputation-based URL filtering , SSL inspection,
Threat Defense and Intelligence Services	Secure threat intelligence, Protection from botnets , Advanced Threat Prevention to detect and block zeroday attacks
Management	SSH, Telnet, SNMP
Warranty	1 year

**E1 MODEM**

Configuration		Compliance (YES/NO)
WAN Interface	Line code: 16 level Trellis Coded PAM Line data rate: User selectable from 64kbps to 2.304Mbps Support : ANSI & and ETSI Support wetting current :4mA-20mA and alarm on failure	

	Compliance :ITU-T G.991.2	
<b>E1 Interface</b>	<p><b>Line code:</b> HDB3/AMI</p> <p><b>Data rate:</b> 64kbps to 2048kbps</p> <p><b>Impedance:</b> 120 ohms balanced / 75 ohms unbalanced</p> <p><b>Framing:</b> structured with or without CRC-4 or unstructured</p> <p><b>Timing:</b> internal, and G.703</p> <p><b>Compliance:</b> ITU-T G.703, G.704, G.706, G.821, G.823, G.826, CTR12</p> <p><b>Transmit level:</b></p> <p><b>(i) Pulse amplitude:</b> Nominal 2.37V+10% for 75 ohm / Nominal 3.00V+10% for 120 ohm</p> <p><b>(II)Zero amplitude:</b> +0.1V</p> <p><b>Transmit frequency tracking:</b></p> <p><b>(i) Internal timing :</b>+/- 30ppm</p> <p><b>(ii) Loopback timing :</b>+/- 50ppm</p> <p><b>(iii) External timing :</b>+/- 100ppm</p> <p><b>Jitter performance:</b> ITU-T G.823</p> <p><b>Interface connections:</b> BNC for unbalanced, RJ-45 for balanced</p>	
<b>Diagnostic</b>	<p><b>(I)</b>E1 line loopback / Local SHDSL loopback / Remote</p> <p><b>(II)</b>SHDSL loopback / Remote payload loopback</p>	
<b>Management</b>	<p>(i)Configuration with keypads and LCD display</p> <p>(ii)Console port (RJ-45, RS-232)</p> <p>(iii)Support firmware upgrade</p>	
<b>Indications</b>	LEDs (PWR, SHDSL, FE1, LOF, LOS, TEST, LOOP,ALARM, and FAR ALARM)	
<b>Power Input</b>	<b>AC Input:</b> 100~240VAC, <b>DC Input:</b> -36 ~ 72VDC	
<b>Power Consumption</b>	10W or less	
<b>Temperature</b>	0 ~ 50°C (Operating), -10 ~ 70°C (Storage)	
<b>Humidity</b>	10 ~ 90% non-condensing	

<b>Certification</b>	CE, FCC, RoHS	
Warranty	1 year	

**MODEM v.35**

<b>Configuration</b>		<b>Compliance (YES/NO)</b>
<b>Ports</b>	<b>Line code</b> : 16 level Trellis Coded PAM	
<b>SHDSL Interface</b>	<b>Line data rate</b> : User selectable from 64kbps to 2.304Mbps <b>Support</b> : ANSI & and ETSI <b>Support wetting current</b> : 4mA-20mA and alarm on failure. <b>Compliance</b> : ITU-T G.991.2	
<b>Datacom Interface</b>	<b>User selectable as</b> : V.35, RS-449, RS-530, X.21 <b>Data Rate</b> : 64kbps to 2304kbps <b>Connector</b> : D25F <b>Timing</b> : Internal, External, and Recovery	
<b>Performance</b>	<b>SHDSL PM</b> : ES-crc, SES-crc, UAS, LOSW seconds	
<b>Diagnostic</b>	Local SHDSL loopback / Remote SHDSL loopback / Remote payload loopback	
<b>Management</b>	(i)Configuration with keypads and LCD display (ii)onsole port (RJ45 , RS232) (iii)Support firmware upgrade	
<b>LEDs</b>	PWR, SHDSL, TD, RD, CTS, TEST, LOOP, ALARM	
<b>Power</b>	<b>AC Input</b> : 100~240V <b>DC Input</b> : -36 ~ 72V	
<b>Power Consumption</b>	10W or less	
<b>Temperature</b>	0 ~ 50°C (Operating), 0 ~ 70°C (Storage)	
<b>Humidity</b>	10 ~ 90% non-condensing	
<b>Certification</b>	CE, FCC, RoHS	
Warranty	1 year	

**2KVA online UPS**

<b>Parameter</b>	<b>Required Specifications</b>		<b>Compliance (Yes or No)</b>	<b>Remarks</b>
Make				
Capacity (VA)	2 KVA			
Technology	True On-Line Double Conversion UPS with PWM Technology & SNMP Module with Isolation Transformer.			
Input	Voltage	180 – 270V AC @100% load		
	Frequency	50 Hz		
	Power Factor	> 0.98		
Output	Voltage	220V / 230V / 240VAC +/-2%		
	Frequency	50 Hz +/- 0.5%		
	Output waveform	Sine wave		
	Output power factor	0.8		
	Harmonic distortion	< 3% T.H.D		
Protection	Overload protection	125% for 1 minutes and 150% for 10 seconds		
	Short circuit protection	UPS output immediately cut-off		
	Battery protection	Cut off without draining any current during low battery		
	Isolation Transformer	There should be a Suitable Isolation Transformer (1:1ratio) at the input side of the UPS for isolating the neutral as well as attenuating common mode noise.		
Metering & Indicators	LED indicators	UPS on, line mode, Battery mode, bypass, fault		
	LCD Meter	UPS must have a digital meter for monitoring important UPS parameters including Input/ output voltage, Input/ output frequency, battery capacity/ load level		
Battery	Type	Batteries shall be of Sealed Maintenance Free (SMF) type.		
	Make	(Exide/Quanta/Panasonic)		
	Back up time	The system must be capable of providing 2 hours battery backup with 100% load.		

Parameter	Required Specifications		Compliance (Yes or No)	Remarks
		IA should specify the total number of batteries, voltage and AH rating of each battery Calculation sheet in support of backup time shall be submitted with the bid.		
Environment	Operating temperature	0 - 45 deg C		
	Audible Noise (1 mtr. from surface)	< 40 dBA		
Quality	ISO 9001, ISO 14001, IS 16242			
Warranty	1 year			

**RACK (24 U)**

Sl. No.	Item	Description	Compliance(Yes /No)
1	Basic Structure	Cabinet should be as per DIN 41494 standards, Basic structure of CRCA Steel (CRCA Should be "IS 513 Gr D" standard) in CKD form, bottom and side frame at least 1.2 mm thickness., It should be able to take load of 40 Kg, With Complete Knock down model—for easy assembling at site.	
2	Front Door	Front Glass toughened and tinted, with easy detachable hinges. Glass Door with lock - should be easily removable type.	
3	Side Panel	Fixed Side Panel with top & bottom vented for easy air flow.	
4	Space	Height - It Should Provide 24 Usable Space With 1U Cable Manager	
5	Wall Mounting	Provision for easy wall mounting should be there with appropriate anchor fasteners	
6	Floor Standing	Provision for easy Floor Standing facilities	
7	Heat Management	Rack must be provided with fan. Fan should be of AC 230V with flow volume of at least 90CFM	
8	Powder Coating Details	Thickness Powder Coating of 80 to 100 Microns with scratch resistance properties. To avoid corrosion & rusting : Rack to be powder coated with Nano ceramic pre-treatment process using a zirconium coat,	
9	Shelving Options	Wall mount rack should be provided with 1 fixed shelf (ventilated) for resting various equipment.	
10	Power Management	Rack should have PDU, 19", 6x5 Amp with Indicator, 16 Amp switch and 1.5 meter cable with 15 amp molded plug top.	

11	Manufacturers Details	1. Manufacturer should have ISO 9001-2008 & 14001-2004 Certifications, Certificate needed to be submitted. 2. Process of Manufacturing of rack should have ROHS complied.	
12	Warranty	1 year	

**STM1**

Specification for STM1		Compliance (Yes/No)
<b>Make &amp; Model</b>		
Features	<ul style="list-style-type: none"> <li>shall conform to general purpose optical fiber transmission open system with line signal in accordance with ITU-T Rec G-707.</li> <li>The supplied SDH equipment shall be able to work in all possible configurations like Terminal (TM), Regen and Add-Drop (ADM).</li> <li>It shall be possible to support all network topologies – bus, ring, mesh and mixed to support network evolution in future.</li> </ul>	
ETH ports	<ul style="list-style-type: none"> <li>ETH 10/100 Base T,</li> <li>Auto sensing,</li> <li>Flow control (802.3 xs) configurable (on/off)</li> </ul>	
Eos Mapper	<ul style="list-style-type: none"> <li>G.7041 (GFP)</li> <li>G.7042 (LCAS)</li> <li>IEEE 802.1 Q (VLAN)</li> <li>IEEE 802.1 P</li> <li>ITU-T G.707 (Virtual concatenation)</li> </ul>	
synchronization source	<ul style="list-style-type: none"> <li>External clock</li> <li>Any STM-N</li> <li>Any 2 Mbps</li> <li>Internal clock</li> </ul>	
Capability	<ul style="list-style-type: none"> <li>Unidirectional point to point</li> <li>Bidirectional point to point</li> <li>Unidirectional point to Multipoint</li> <li>It shall allow direct mapping of any 2 Mbps into any STM1 interface without blockage at any level of the equipment.</li> </ul>	
Others	<ul style="list-style-type: none"> <li>Should be supplied with OEM make Cable, Connectors &amp; necessary accessories for the integration with other equipment.</li> </ul>	
Warranty	1 year	

**Desktop**

Specification for Desktop	Compliance (Yes/No)
CPU Intel core i5 processor (6th Generation), Memory 4GB DDR4 RAM, Hard Disk 1TB 7200 rpm SATA HDD, Monitor 20" LED TFT, Keyboard & Optical mouse, Optical Drive 22x or above DVD writer, Operating system Windows 10, 2 USB Ports , Integrated 10/100/1000 Gigabit Ethernet LAN, HDMI Port, Warranty 1 year onsite.	

**Laptop**

Specification for Laptop	Compliance (Yes/No)
Intel Core i5-6200U (2.3 GHz, up to 2.8 GHz, 3 MB cache, 2 cores), 4GB 1333 MHz DDR4 RAM or higher expandable up-to 8 GB, 1TB, 5400 rpm (min.) SATA, 15.6" or above TFT active Matrix Wide Screen Display. Integrated DVD Writer 8X or above, Integrated 10/100/1000 Gigabit Ethernet LAN, 2 USB 2.0, 1USB 3.0, 1HDMI, 1 RJ-45, Windows 10 license Operating System. Warranty 1 year onsite.	

**Note: Attach required data sheets and Manufacturer Authorization Form (MAF) for all the equipment mentioned.**



## Annexure-18: TSWAN AGREEMENT

Agreement between

**Tripura State Computerization Agency**

and

.....

for

Name of the Project: "Selection of Facility Management Service Operator for Tripura State Wide Area Network (TSWAN)

"

This CONTRACT is made and entered into on this ..... day of ..... by and between Tripura State Computerization Agency, (hereinafter referred to as TSCA which expression shall include its successors, administrators, executors and assignees), having its office at ITI Road, Indranagar, Agartala, Tripura – 799 006 on the one part and ..... with its registered office at ..... (hereinafter, referred to as "Implementation Agency (IA)" which expression shall include its successors, administrators, executors and permitted assignees) on the other part.

Whereas Govt. of Tripura is desirous of selecting and a Facility Management Service Operator for Tripura state Wide Area Network (TSWAN) for a period of 5 years from the date of acceptance by TSCA.

And whereas the Implementation Agency represents that it has the necessary experience for carrying out the activity of Facility Management Service of TSWAN as referred to herein and has submitted a bid on ..... for Selection of Facility Management Service Operator for Tripura State Wide Area Network (TSWAN), **Tender No.....** all in accordance with the terms and conditions set forth herein.

And whereas TSCA has accepted the bid of the Implementation Agency and has placed Letter of Intent vide its letter no. .... dated ..... and the acceptance of the same has been provided by Implementation Agency on .....

Now it is hereby agreed to by and between the parties as under:

## 1. Definitions

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

- 1.1 "Business Hours" refers to the prime network utilization period, which shall be typically starting from 10:00 AM to 5.30 PM excluding Sundays and Holidays.
- 1.2 "Confidential Information" means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information with regard to any taxpayer, or any other person who is covered within the ambit of any commercial taxes legislation including any such information that may come to the knowledge of the Parties hereto by virtue of this Contract that:
  - 1.2.1 Is by its nature confidential or by the circumstances in which it is disclosed confidential or
  - 1.2.2 Is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract.
- 1.3 "Contract" means the Agreement entered into between TSCA and the Implementation Agency as recorded in the Contract form signed by TSCA and the Implementation Agency including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time;
- 1.4 "Implementation Agency Representative" means the person or the persons appointed by the Implementation Agency from time to time to act on its behalf for overall co-ordination, supervision and project management.
- 1.5 "Document" means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer generated micro fiche.
- 1.6 "Effective Date" means the date on which this Contract is signed and executed by the parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date;
- 1.7 "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- 1.8 "Kick Off Meeting" means a meeting convened by TSCA to discuss and finalize the work execution plan and procedures with the Implementation Agency.
- 1.9 "Parties" means TSCA and the Implementation Agency and "Party" means either of the Parties.
- 1.10 "Service" means facilities/services to be provided as per the requirements specified in the Tender document and any other incidental services, such as installation, implementation, maintenance, and provision of technical assistance and other such obligations of the Implementation Agency covered under the Contract.
- 1.11 "Service Specification" means and include detailed description, statements to technical data, performance characteristics, and standards as applicable and as specified in the Contract as well as those specifications relating to industry standards and codes applicable to the performance of the work, work performance quality and the specifications affecting the works or specification required to be produced by the Implementation Agency to meet the design criteria.

- 1.12 "Site" means the locations as approved by TSCA for the purposes of the Contract wherein the operations/services/facilities as specified in the scope of work are to be provided/carried out.
- 1.13 "The Contract Price/Value" means the price payable to the Implementation Agency under the Contract for the full and proper performance of its contractual obligations.
- 1.14 "TSCA" shall mean Tripura State Computerization Agency and shall include its legal representatives, successors and permitted assignees.

## **2. Interpretation**

In this Contract unless a contrary intention is evident:

- 2.1 The clause headings are for convenient reference only and do not form part of this Contract;
- 2.2 Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- 2.3 Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- 2.4 A word in the singular includes the plural and a word in the plural includes the singular;
- 2.5 A word importing a gender includes any other gender;
- 2.6 A reference to a person includes a partnership and a body corporate;
- 2.7 A reference to legislation includes legislation repealing, replacing or amending that legislation;
- 2.8 Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- 2.9 In the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.

## **3. Representations & Warranties**

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

- 3.1 That the Implementation Agency has the requisite experience in providing facility management and maintenance services, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully provide the services sought by TSCA for the purposes of this Contract.
- 3.2 That the representations and warranties made by the Implementation Agency in the Bid or will be made in this Contract are and shall continue to remain true and fulfill all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the Tender and unless TSCA specifies to the contrary, the Implementation Agency shall be bound by all the terms of the Bid and the Contract through the term of the Contract.
- 3.3 That the Implementation Agency has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to fulfill the scope of work stipulated in the Tender and this Contract.

- 3.4 That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights licenses and permits.
- 3.5 That the Implementation Agency shall use such assets of TSCA as TSCA may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The Implementation Agency shall however have no claim to any right, title, lien or other interest in any such property and any possession of property for any duration whatsoever shall not create any right in equity or otherwise merely by fact of such use or possession during or after the term hereof.
- 3.6 That the execution of the services and the scope of work herein are and shall be in accordance and in compliance with all applicable laws.
- 3.7 That all conditions precedent under the Contract has been satisfied.
- 3.8 That neither the execution and delivery by the Implementation Agency of the Contract nor the Implementation Agency's compliance with or performance of the terms and provisions of the Contract will be compromised at any stage.
- 3.9 That the Implementation Agency certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Implementation Agency which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- 3.10 That the Implementation Agency owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all its Intellectual Property Rights, which are required or desirable for performance of its services under this Contract and regarding the same the Implementation Agency does not, so far as the Implementation Agency is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the Implementation Agency is aware, none of the Intellectual Property Rights, owned or enjoyed by the Implementation Agency or which the Implementation Agency is licensed to use, which are material in the context of Implementation Agency's business and operations for the performance of this Contract are being infringed nor, so far as the Implementation Agency is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the Implementation Agency by any person. All Intellectual Property Rights (owned by the Implementation Agency or which the Implementation Agency is licensed to use) required by the Implementation Agency for the performance of the Contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep TSCA indemnified in relation thereto.
- 3.11 That time is the essence of the Contract and hence the Implementation Agency shall at all times maintain sufficient manpower and resources to provide the services in a workmanlike manner on a timely basis.
- 3.12 That its security measures, policies and procedures are adequate to protect and maintain the confidentiality of the confidential information.
- 3.13 That in providing the services or deliverables or materials, neither Implementation Agency nor its agent, nor any of its employees, shall utilize information which may be considered confidential information of or proprietary to any prior employer or any other person or entity.

#### **4. Scope of Work/Contract**

- 4.1 Scope of the Contract shall be as defined in this Contract, scope of work including specifications and drawings and the service level agreement and annexes thereto of the Tender.
- 4.2 If any services, functions or responsibilities not specifically described in this Contract are an inherent, necessary or customary part of the services or are required for proper performance or provision of the services in accordance with this Contract, they shall be deemed to be included within the scope of the work to be delivered for the Charges, as if such services, functions or responsibilities were specifically described in this Contract.
- 4.3 TSCA reserves the right to amend any of the terms and conditions with mutual agreement in relation to the scope of work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the scope of work.
- 4.4 Detailed scope of work is in accordance with the **Tender No..... clause no. 5.**
- 4.5 During the contract if any change of site/location is required the IA should execute the work and necessary payment for that purpose will be made as per the rate mention in Lol.

#### **5. Duration of the Contract**

The Contract will remain valid upto a period of 72 months from the date of signing the contract.

#### **6. Implementation Agency's Obligations**

- 6.1 The Implementation Agency would be required to provide facility Management support for Tripura SWAN Project. It will be the Implementation Agency's responsibility to ensure compliance to the requirements of the Tripura SWAN and continued operation in accordance with and in strict adherence to the terms of the Bid, the Tender and this Contract.
- 6.2 In addition to the aforementioned, the Implementation Agency shall:
- 6.3 Perform the services specified by TSCA and make available the necessary Manpower/Resources/services as may be necessary as per the 'scope of work', requirements as specified in the **Tender No. .... clause 5** and changes thereof.
  - 6.3.1 The Implementation Agency shall ensure that its team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The Implementation Agency shall ensure that the services are performed through the efforts of the Implementation Agency's team, in accordance with the terms hereof and to the satisfaction of TSCA. Nothing in this Contract relieves the Implementation Agency from its liabilities or obligations under this Contract to provide the services in accordance with TSCA directions and requirements and as stated in

this Contract and the Bid to the extent accepted by TSCA and the Implementation Agency shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.

- 6.3.2 The Implementation Agency shall ensure that if any of its team members is not performing in accordance with the expectations of TSCA and if that is highlighted to the Implementation agency in writing, Implementation Agency shall replace the concerned resource with a new resource within one month of the notice from TSCA.
- 6.4 The Implementation Agency's representative shall have all the powers requisite for the performance of services under this Contract. The Implementation Agency's representative shall liaise with TSCA representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He will extend full co-operation to TSCA representative in the manner required by them for supervision/inspection/observation of the facilities, equipment/material, procedures, performance, reports and records pertaining to the works. He shall also have complete charge of the Implementation Agency's personnel engaged in the performance of the works and to ensure internal discipline, compliance of rules, regulations and safety practice. He shall also co-ordinate and co-operate with the other service providers/vendors of TSCA working at the site/offsite for activities related to planning, execution of scope of work and providing services under this contract.
- 6.5 Reporting Progress:
  - 6.5.1 Implementation Agency shall monitor progress of all the activities specified in the contract and submit free of cost daily/weekly /fortnightly/monthly/quarterly report about various aspect of the work to TSCA as and when required by TSCA. Formats for such reporting shall be finalized on mutual terms for the betterment of the project.
- 6.6 The facilities/services and/or manpower to be provided by the Implementation Agency under the Contract and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the satisfaction of TSCA representative in accordance with the Contract/ as per RFP. Should the rate of progress of the work compliance to the requirements/its facilities or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works or insufficient for satisfactory operation, TSCA representative shall so notify the Implementation Agency in writing and can take necessary steps as per **Tender No.** .....
- 6.6.1 The Implementation Agency shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time. The Implementation Agency shall not be entitled to any additional payment for taking such steps. If at any time it should appear to TSCA or TSCA Representative that the actual progress of work does not conform to the approved program, the Implementation Agency shall produce at the request of TSCA representative a revised program showing the modification to the approved program necessary to ensure completion of the works within the

time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements.

6.7 The Implementation Agency shall not be held responsible for any delay/failure/shortcoming due to reasons mentioned as Force Majeure in accordance to **Tender No.** .....clause no: 3.11.

6.8 Knowledge of Site Conditions:

6.8.1 The Implementation Agency undertaking of this Contract shall be deemed to mean that the Implementation Agency possesses the knowledge for providing facility management service of Tripura SWAN related requirements as stipulated in the RFP including but not limited to environmental, demographic and physical conditions and all criteria required to implement the project.

6.8.2 The Implementation Agency shall be deemed to have understood the requirements and have satisfied himself with the data contained in the Bidding documents, the quantities and nature of the works and resources necessary for the completion of the works, etc. and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it.

6.8.3 Implementation Agency shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price for the works. The consideration provided in the Contract for the Implementation Agency undertaking the works shall cover all the obligation and all matters and things necessary for proper execution and maintenance of the works in accordance with the Contract and for complying with any instructions which TSCA representative may issue in accordance with the connection therewith and of any proper and reasonable measures which the Implementation Agency takes in the absence of specific instructions from TSCA representative.

6.8.4 IA shall execute the work based on the LoI and subsequent work order to be issued during this contract period. However there will be no obligation on IA beyond contract period if contract period is not extended.

## **7. Implementation Agency's Team**

7.1 The Implementation Agency shall provide and deploy manpower on the site for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage/supervise the work in a proper and timely manner as per **Tender No.** .....requirement.

7.2 TSCA representative may at any time object to and require the Implementation Agency to remove forthwith from the site a supervisor or any other authorized representative or employee of the Implementation Agency or any person(s) deployed by Implementation Agency, if in the opinion of TSCA representative the person in question has mis-conducted himself or his deployment is otherwise considered undesirable by TSCA representative, the Implementation Agency shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of TSCA representative.

7.3 TSCA representative may at any time request the Implementation Agency to remove from the work/site the Implementation Agency's supervisor or any other authorized representative including any employee of the Implementation Agency or his sub-network operator or any person(s) deployed by Implementation Agency or his sub-network operator for professional incompetence or negligence or for being deployed for work for which he is not suited. The Implementation Agency shall consider the representative's request and may accede to or disregard it.

7.3.1 TSCA representative having made a request as aforesaid in the case of any person which the Implementation Agency has disregarded, may in the case of the same person at any time but on a different occasion and for a different instance of one of the reasons referred to above in this Clause object to and require the Implementation Agency to remove that person from deployment on the work which the Implementation Agency shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of TSCA representative.

7.4 TSCA representative shall state to the Implementation Agency in writing his reasons for any request or requirement pursuant to this clause.

7.5 Necessary Travel expenses will be provided to the IA on actual basis as per the prevailing rate of Govt. of Tripura on raising proper bills/invoices.

## **8. Statutory Requirements**

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

8.2 The Implementation Agency and their personnel/representative shall not alter/change/replace any hardware component proprietary to TSCA and/or under warranty or AMC of third party without prior consent of TSCA.

8.3 The Implementation Agency and their personnel/representative shall not without consent of TSCA install any hardware or software not purchased/owned by TSCA.

## **9. Contract Administration**

9.1 Either party may appoint any individual/organization as their authorized representative through a written notice to the other party. Each representative shall have the authority to:

9.1.1 Exercise all of the powers and functions of his/her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof and

9.1.2 Bind his or her Party in relation to any matter arising out of or in connection with this Contract.



- 9.1.3 The Implementation Agency shall be bound by all undertakings and representations made by the authorized representative of the Implementation Agency and any covenants stipulated hereunder with respect to this Contract for and on their behalf.
- 9.1.4 For the purpose of execution or performance of the obligations under this Contract TSCA representative would act as an interface with the nominated representative of the Implementation Agency. The Implementation Agency shall comply with any instructions that are given by TSCA representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender.
- 9.1.5 A Committee comprising of representatives from TSCA and the Implementation Agency shall meet on a regular basis to discuss any issues/ bottlenecks being encountered. The Implementation Agency shall draw the minutes of these meetings and circulate to TSCA.

## **10. Right of Monitoring, Inspection and Periodic Audit**

- 10.1 TSCA reserves the right to inspect and monitor/assess the progress/performance/maintenance of the project at any time during the course of the Contract, after providing due notice to the Implementation Agency. TSCA may demand and upon such demand being made TSCA shall be provided with any document, data, material or any other information which it may require to enable it to assess the progress of the project.
- 10.2 TSCA shall also have the right to conduct, either itself or through another third party as it may deem fit, an audit to monitor the performance by the third party of its obligations/functions in accordance with the standards committed to or required by TSCA and the Implementation Agency undertakes to cooperate with and provide to TSCA/any other network operator appointed by TSCA, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Implementation Agency failing which TSCA may without prejudice to other rights that it may have issue a notice of default.

## **11. Information Security**

- 11.1 The Implementation Agency shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by TSCA, without prior written permission from TSCA.
- 11.2 Implementation Agency acknowledges that TSCA business data and other TSCA proprietary information or materials, whether developed by TSCA or being used by TSCA pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to TSCA and Implementation Agency agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Implementation Agency to protect its own proprietary information. Implementation Agency recognizes that the goodwill of TSCA depends, among other things, upon Implementation Agency keeping such proprietary

information confidential and that unauthorized disclosure of the same by Implementation Agency could damage TSCA and that by reason of Implementation Agency's duties hereunder. Implementation Agency may come into possession of such proprietary information even though Implementation Agency does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Implementation Agency shall use such information only for the purpose of performing the said services.

- 11.3 Implementation Agency shall, upon termination of this Contract for any reason or upon demand by TSCA, whichever is earliest return any and all information provided to Implementation Agency by TSCA including any copies or reproductions, both hard copy and electronic.

## **12. Risk Management**

Implementation Agency shall at his own expense adopt suitable risk management methodology to mitigate all risks assumed by the Implementation Agency under this Contract. Implementation Agency shall underwrite all the risk related to its personnel deputed under this Contract as well as equipment and components procured, tools and any other belongings of the Implementation Agency or their personnel during the entire period of their engagement in connection with this Contract and take all essential steps to reduce and mitigate the risk. TSCA will have no liability on this account.

## **13. Confidentiality**

- 13.1 The Implementation Agency shall not use any information (including but not limited to data, CCTV records, biometric records etc), the name or the logo of TSCA except for the purposes of providing the service as specified under this Contract.
- 13.2 The Implementation Agency may only disclose information in the following circumstances:
- 13.2.1 With the prior written consent of TSCA.
  - 13.2.2 To a member of the Implementation Agency's team ("Authorized Person") if:
    - 13.2.2.1 The authorized person needs the information for the performance of obligations under this contract;
    - 13.2.2.2 The authorized person is aware it and is obliged to use it only for the performance of obligations under this contract
- 13.3 The Implementation Agency shall do everything reasonably possible to preserve the confidentiality of the information including execution of a confidentiality agreement with the members of the sub-network operator and other service provider's team members.
- 13.4 The Implementation Agency shall notify TSCA promptly if it is aware of any disclosure of the information otherwise than as permitted by this Contract or with the authority of TSCA.
- 13.5 The Implementation Agency shall not use any information which might have come to its knowledge in whatever manner during the discharge of its obligation under the Contract for any purpose except strictly for discharging his obligation under the Contract and no more.

#### **14. Term and Extension of the Contract**

- 14.1 The term of this Contract shall be valid upto a period of 72 months from the date of signing the contract and the Contract shall come to an end on expiry of such period except when its term is extended by TSCA.
- 14.2 TSCA shall reserve the sole right to grant any extension to the term mentioned above on mutual agreement including fresh negotiations on terms and conditions.

#### **15. Prices**

Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of Contract for the scope of the Contract subject to change order provisions.

#### **16. Change Orders/Alteration/Variation**

The Implementation Agency agrees that the requirements given in **Tender No. ....** and subsequent corrigendum(if any) are minimum requirements. It shall be the responsibility of the Implementation Agency to meet all the requirements of the Bidding documents and shall not constitute a change order and shall be carried out without any time and cost effect to TSCA. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification and drawings etc. of the Bidding documents which the Implementation Agency had not brought out to TSCA notice in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by Implementation Agency without any time and cost effect to TSCA. However if any deviation / alteration/ variation is proposed by TSCA, then an increase of maximum 10% of total contract value will be allowed. Further in the interest of the project TSCA may give 100% repeat order as per the rate mentioned in the LoI.

#### **17. Suspension of Work**

The Implementation Agency shall, if ordered in writing by TSCA representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Implementation Agency shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the works as aforesaid. An extension of time for completion corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Implementation Agency, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Implementation Agency. In case the suspension of works is not consequent to any default or failure on the part of the Implementation Agency and lasts for a period of more than 2 months, the Implementation Agency shall have the option to request TSCA to terminate the Contract.

#### **18. Payment Schedule**

Payments will be released only on satisfactory acceptance of the deliverables for each task as per Clause no. 4.2 "Payment Terms and Schedule "of the this tender document. Which is mentioned below:

Sl. No.	Milestone	% of Payment to be released
1	Delivery and Installation of equipment	<ul style="list-style-type: none"> <li>• 90 % capex after successful Installation &amp; FAT.</li> <li>• Another 5% will be paid after 6 months of Installation and FAT.</li> <li>• Remaining 5% will be paid after 12 months of Installation and FAT.</li> </ul> <p>(If the site is not ready a certificate may issue by TSCA. In such cases 80% payment for capex will be made and remaining 20% for capex will be made after successful installation and FAT).</p>
2	Provide FMS support & maintenance of equipment for 5 years.	5% Opex Quarterly. (AMC charges for equipment will be paid after end of initial one year warranty period.)

- All PAYMENTS shall be made in Indian Rupees Only after deducting penalties if any.

## 19. Termination

### 19.1 Termination for Default:

If the IA fails to carry out the award / work order in terms of this document within the stipulated period or any extension thereof, as may be allowed by TSCA, without any valid reasons acceptable to TSCA, TSCA may terminate the contract after giving 45 days' notice, and the decision of TSCA on the matter shall be final and binding on the IA. Upon termination of the contract, TSCA shall be at liberty to get the work done at the risk and expense of the IA through any other agency, and to recover from the IA compensation or damages.

### 19.2 Termination for Insolvency:

If the IA becomes bankrupt or otherwise insolvent, TSCA may at any time terminate the Agreement by giving written notice of 30 days to the IA. In this event, termination will be without compensation to the IA, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to TSCA. In exercise of the exclusive charge upon the assets of the IA, TSCA shall be entitled to take over the assets of the IA.

### 19.3 Force Majeure Termination:

In case the period of Force Majeure lasts for more than 3 (three) months from the occurrence of the event of force majeure, whether such force majeure event occurs

before or after commissioning of the Project, either party shall have the right to terminate the Agreement by a written notice of 15 (fifteen) days to the other party. In the event of such termination, TSCA will take over all equipment (without any liability) necessary for the proper and normal operation of the Project, including but not limited to all constructed/ pre-fabricated sites (if any), laid cables, software, technical designs, technical & operational manuals and also all electrical, civil and mechanical works at all offices related to the Project.

19.4 Termination for Convenience:

TSCA may by written notice, sent to the selected bidder, terminate the work order and/or the Contract, in whole or in part at any time of its convenience by giving 60 day notice. The notice of termination will specify that termination is for TSCA's convenience, the extent to which performance of work under the work-order and/or the contract is terminated and the date upon which such termination becomes effective. TSCA reserves the right to cancel the remaining part and pay to the selected bidder an agreed amount for partially completed Services

## **20. Consequences of Termination**

- 20.1 In the event of termination of this Contract due to any cause whatsoever, whether consequent to the stipulated term of the Contract or otherwise TSCA shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Implementation Agency shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach and further allow and provide all such assistance to TSCA and/or the successor Implementation Agency/service provider, as may be required to take over the obligations of the erstwhile Implementation Agency in relation to the execution/continued execution of the scope of this Contract.
- 20.2 Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Implementation Agency or due to the fact that the survival of the Implementation Agency as an independent corporate entity is threatened/has ceased or for any other reason whatsoever TSCA through unilateral re-determination of the consideration payable to the Implementation Agency shall pay the Implementation Agency for that part of the services which have been authorized by TSCA and satisfactorily performed by the Implementation Agency up to the date of termination. Without prejudice any other rights TSCA may retain such amounts from the payment due and payable by TSCA to the Implementation Agency as may be required to offset any losses caused to TSCA as a result of any act/omissions of the Implementation Agency. In case of any loss or damage due to default on the part of the Implementation Agency in performing any of its obligations with regard to executing the scope of work under this Contract, the Implementation Agency shall compensate TSCA for any such loss, damages or other costs incurred by TSCA. Additionally the other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the Implementation Agency as described above in order to execute an effective transition and to maintain business

continuity. All third parties shall continue to perform all/any functions as stipulated by TSCA and as may be proper and necessary to execute the scope of work under the Contract in terms of the Implementation Agency's Bid, the Tender and this Contract.

- 20.3 Nothing herein shall restrict the right of TSCA to invoke the bank guarantee and pursue such other rights and/or remedies that may be available to TSCA under law. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

## 21. Penalty

Commencement of activities for providing facility management service for Tripura SWAN and ongoing performance and service levels shall be as per timelines and parameters mentioned in this RFP document, failing which TSCA may at its discretion impose penalties on the Implementation Agency as defined in clause no. 4.3, 4.4, 4.5 and 4.6 of **Tender No.....** Which is mentioned below

### 21.1 Operational Penalties

Uptime of any SWAN PoP should be 95 % during (primary business hours, i.e. 10:00 AM to 5.30 PM excluding Sundays and Holidays). If the uptime is less than 95% during primary business hour, the applicable penalties will be as below:

Sl. No.	Condition	Penalty
1	uptime less than 95% to 85%	5% of quarterly Opex charges for that site.
2	Uptime less than 85% to 75%	10% of quarterly Opex charges for that site...
3	Uptime less than 75% to 65%	15% quarterly Opex charges for that site.
4	Uptime less than 55%	20% quarterly Opex charges for that site.

If the Uptime is less than 55% for consecutive 2 quarter TSCA shall have the right to terminate the Agreement and TSCA shall have the right to forfeit the Bank Guarantee.

### 21.2 Penalty for Manpower

Sl. No.	Service level	Penalty
1	Deployment of required manpower at SHQ within 3 months of acceptance of LoI and signing the contract.	1% penalty for per week delay on quarterly payment for SHQ Resources.
2	Deployment of required manpower at DHQ within 3 months of acceptance of LoI and signing the contract.	1% penalty for per week delay on quarterly payment for DHQ Resources.
3	Deployment of required manpower	1% penalty for per week delay on

	at BHQ within 3 months of acceptance of LoI and signing the contract.	quarterly payment for BHQ Resources.
4	Any position is vacant for 1 month as mentioned in this RFP.	No payment will be made for that vacant resource. Beyond one month delay, 5% penalty per week on that resource cost.

21.2.1 If any position is vacant for more than 2 months, TSCA reserves the right to engage the required manpower and necessary expenditure for such manpower will be deducted from the bill of IA.

21.2.2 For delay in supply of equipment 2% penalty per week on equipment price will be imposed. However this penalty should not exceed 10%. In case penalty exceeds 10% TSCA reserves the right to cancel such order and terminate the agreement.

### 21.3 Penalty for Misuse

Case of misuse of bandwidth/Internet at the instance of IA, it shall be considered as a criminal offence and also the penalty imposed on the IA, without prejudice to TSCA other remedies under the Agreement, shall be in the form of forfeiting of Performance bank guarantee(PBG).

### 21.4 Penalty Exclusion

Penalty will not be applicable to NFO under following conditions:

- Systems not owned or controlled by IA. However, IA will troubleshoot the failure and rectify the problem with spares/equipment/software/components provided by TSCA and maintain the SLA.
- Failure of Bandwidth from Bandwidth Service Provider. However, proof of failure at the level of bandwidth will have to be provided by the IA through NMS (with due acknowledgement from Bandwidth Provider).
- Circumstances or instances of Force Majeure.
- Scheduled or preventive maintenance.

### 22. Measurement of SLA

The Measurement of SLA shall be performed by IA which will be verified and approved by TSCA. The IA shall maintain the existing Enterprise/Network Management System already installed under Tripura SWAN or to be provided by TSCA for monitoring and measurement of the SLA parameters mentioned in this RFP document. TSCA reserves the right to periodically change the measurement points and methodologies it uses without notice to the IA. Uptime of any SWAN PoP should be 95 % during (primary business hours, i.e. 10:00 AM to 5.30 PM excluding Sundays and Holidays). If the uptime is less than 95% during primary business hour, the applicable penalties will be imposed as per clause no. 21 of this agreement document.

### 23. Implementation Schedule

The implementation schedule is as below:

Sl. No.	Activity	Time line
1	Issue of LoI, Signing of Agreement & issuance of Work each Order.	T
2	Delivery of equipment and Placing of required manpower at identified location.	T+3 Months
3	Providing services as mentioned in this tender	T+60 Months

#### 24. Dispute Resolution

- a. TSCA and the Implementation Agency shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between them under or in connection with the Contract.
- b. If, after Thirty (30) days from the commencement of such direct informal negotiations, TSCA and the Implementation Agency have been unable to resolve amicably, a Contract dispute, either Party may require that the dispute be referred for resolution to the formal mechanism.
- c. In the case of a dispute or difference arising between TSCA and the Implementation Agency relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators. One Arbitrator to be nominated by TSCA and the other to be nominated by the Implementation Agency or in case of the said Arbitrators not agreeing then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference and in case the Arbitrators cannot agree to the Umpire he may be nominated by the Secretary, Indian Council of Arbitration, New Delhi. The award of the Arbitrators in the event of their not agreeing of the Umpire appointed by them or by the Secretary, Indian Council of Arbitration, New Delhi, shall be final and binding on the parties.
- d. The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or reenactments thereof, shall apply to the arbitration proceedings.
- e. The venue of arbitration shall be Agartala, Tripura.
- f. TSCA may terminate this Contract by giving a written notice of termination of minimum 30 days to the Implementation Agency, if the Implementation Agency fails to comply with any decision reached consequent upon arbitration proceedings.

#### 25. Conflict of Interest

The Implementation Agency shall disclose to TSCA in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Implementation Agency or the Implementation Agency's team) in the course of performing the services as soon as practically possible after it becomes aware of that conflict.



## 26. Severance

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

## 27. Governing Language

The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract that are exchanged by Parties shall be written in English language only.

## 28. General

- a. Relationship between the Parties
  - i. Nothing in this Contract constitutes any fiduciary relationship between TSCA and Implementation Agency/Implementation Agency's team or any relationship of employer employee, principal and agent, or partnership, between TSCA and the Implementation Agency.
  - ii. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
  - iii. TSCA has no obligations to the Implementation Agency's team except as agreed under the terms of this Contract.
- b. No Assignment: The Implementation Agency shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of TSCA.
- c. Entire Contract: The terms and conditions laid down in the Tender and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract.
- d. Governing Law: This Contract shall be governed in accordance with the laws of India and local laws of the state of Tripura.
- e. Jurisdiction of Courts: The courts of India at Agartala, Tripura will have exclusive jurisdiction to determine any proceeding in relation to this Contract.
- f. Compliance with Laws: The Implementation Agency shall comply with the laws in force in India in the course of performing this Contract.
- g. Notices  
A "notice" means: (a). a notice; or (B). consent, approval or other communication required to be in writing under this Contract.

All notices, requests or consents provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received 7 (seven) days after mailing or on the date of delivery if personally delivered whichever is earlier:

To TSCA :

Member Secretary,  
Tripura State Computerization Society,  
Govt. of Tripura,  
ITI Road; Indranagar,  
Agartala – 799 006  
To Implementation Agency at:

To Selected IA.  
Address(to be given in detail)

Any Party may change the address to which notices are to be directed to it by notice to the other Parties in the manner specified above. A notice served on a representative is taken to be notice to that representative's Party.

- h. Waiver
  - i. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
  - ii. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
  - iii. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.
- i. Modification  
Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.
- j. Application  
These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.
- k. IT Act 2000  
Besides the terms and conditions stated in this document, the Contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2000, ITAA 2008 and any other guidelines issued by DIT, GoI from time to time.
- l. Rights of third parties  
Except as expressly stated herein, nothing in this Contract shall confer any rights upon any person other than the Parties hereto and their respective successors and permitted assigns.

The following documents shall be deemed to form and be read and construed as part of this Contract viz:

- a) Annexure "A": Commercial bid with price breakup (Goods and Services to be supplied by the Implementation Agency under this contract)
- b) Tender No. .... and subsequent corrigendum if any
- c) Letter of Intent issued to IA by TSCA
- d) All other documents submitted in response to the Tender No.....

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

**Signed, Sealed and Delivered**

<u>For and on behalf of TSCA, Tripura by:</u>  _____	<u>For and on behalf of IA by:</u>  _____
(Member Secretary, TSCA)	(Representative of IA)
In the presence of:  _____  _____	In the presence of:  _____  _____

**Annexure A – commercial BID**

<b>Sl. No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Total Amount in Rs.</b>
<b>1</b>	<b>2</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>1</b>				
<b>2</b>				
<b>3</b>				
<b>Total in Figures</b>				
<b>Total in Words: Rupees</b>				