



Title: GeM bid No. GEM/2024/B/5308132 for “Internet Bandwidth Service”

Title	GeM Bid No. GEM/2024/B/5308132 for “Internet Bandwidth Service”
Sub Title	Part-B: GeM Bid Specific Terms and Conditions of the Contract (ATC)

**ITER-India, Institute for Plasma Research
Block A, Sangath Skyz, Bhat-Motera Road, Koteswar,
Ahmedabad 380005, Gujarat, INDIA**



1 Eligibility Qualification Criteria & General Instructions to Bidders

Bids meeting the Eligibility Qualifications Criteria (EQC) shall only be considered as “Eligible Bids”. Bidder as mentioned in the EQC Table 1 means single Indian company/Indian industry. Bidder must upload digitally signed or ink signed & stamped copies of documents in support of EQC. However, meeting the essential eligibility criteria in itself does not automatically qualify through the technical bid evaluation process.

Table 1: Eligibility Qualification Criteria

Sr. No.	Criteria	Documentary Proof to be submitted
1	The bidder shall have valid NLD (National Long Distance) / UL (Unified License) / UASL (Unified Access Services License) and ISP License from DOT OR Telecom Regulatory Authority of India (TRAI) with Class ‘A’ category license since last five years.	Copy of a valid document / registration certificate
2	Bidder should have Direct Access to International Gateways	Network diagram
3	The bidder shall be a member of NIXI (National Internet Exchange of India).	Copy of a valid document.
4	Bidder shall have either valid ISO 27001 or valid BS 7799 certification for Information Security on the network.	Copy of a valid certificate
5	The bidder shall have office and field engineers in Ahmedabad or Gandhinagar	Copy of a valid address proof and CV of field engineers
6	Bidder must provide DDoS protected and managed Bandwidth, including detection and mitigation capabilities, with guaranteed uptime and rapid response times during incidents, supported by robust monitoring, reporting, and secure integration into existing network infrastructure.	Copy of a valid document/certificate.
7	Bidder shall provide U.G last mile in ring topology. Third party last mile is not accepted.	Copy of a Network Diagram and valid document.
8	The bidder shall have at least 3 years’ experience of providing similar service i.e. Internet Bandwidth 250 Mbps (1:1) or higher, from the tender date.	Copy of unpriced purchase order/s with tax invoice or completion certificate.

Note: Refer GeM bid also for eligibility conditions.

General Instructions to bidders:

- This is a tender for back up internet connectivity, hence only Internet Service Provider (ISP) other than BSNL can submit bid as ITER-India is already availing the Internet Services of BSNL.**
- Scope of Work, Technical and Management Specifications are provided in Part-A of the**

GeM Bid.

3. Bidder shall provide duly filled signed and stamped Technical Compliance Matrix as per Table-1, Section-2 of Part-A, along with the bid.
4. **Uptime of circuit: The Service Provider shall provide 99.50% or better uptime per quarter for the connectivity.**
5. **The ATC (buyer added Terms & Conditions) shall supersede the Service specific STC which shall supersede the GTC, where there are any conflicting provisions.**
6. Preference to Make In India (MII): Preference shall be given to Class-I Local Supplier as defined in Public Procurement (Preference to Make In India) Order 2017, as amended from time to time and its subsequent orders/notifications issued by concerned Nodal Ministry for specific goods/products. The minimum local content to qualify as Class-I or Class-II Local Supplier is as per Government notification no. P-4501/2/2017-PP (BEII) dated 16.09.2020 issued by Ministry of Commerce & industry in this regard. Only Class-I Local Suppliers and Class-II Local Suppliers are eligible to bid for this tender. Non-Local Suppliers are not eligible to bid for this tender. Government notification no. P-4501/2/2017-PP (BEII) dated 16.09.2020 shall apply for this tender.

Class-I Local Suppliers and Class-II Local Suppliers will submit duly signed **Self-declaration under preference to Make in India order** on their letter head as per **Annexure-1** Error! Reference source not found. along with the offer/bid failing which bid may not be considered for further evaluation.

7. Letter for Acceptance of Tender as per **Annexure-2** shall be submitted along with the bid
8. Self-declaration by Bidder of a country sharing/not sharing land border with India as per **Annexure-3** shall be submitted along with the bid.

2 Terms & Conditions

2.1 Terms of Prices

- 2.1.1 The unit prices for this Service Order (SO) shall be **firm, fixed and non-revisable** during the validity and inclusive of all the expenses which are to be incurred by the ISP for execution of the SO. Such expenses include (but not limited to) travelling, local transportation, accommodation and lodging etc. The quoted price should not be subject to price escalation for whatsoever reasons.

2.2 Mode of Payment

- 2.1.2 Payment shall be made through NEFT in INR within 30 days from the date of acceptance of quarterly Internet service and on receipt of original tax invoice (in triplicate) & performance report complete in all respects. Necessary mandate form for NEFT will be provided at the time of Order.
- 2.1.3 All bank charges (if applicable) shall be borne by ISP.
- 2.1.4 Release of first payment shall be subject to:
 - 2.1.4.1 Acceptance of order by the ISP on GeM portal
 - 2.1.4.2 Submission of error free Performance Security as specified in GeM bid
 - 2.1.4.3 The start of billing cycle shall be the date on which formal acceptance note issued by the ITER-India to the ISP after completion of commissioning of Internet Service at ITER-

India premises. ISP also needs to submit Service Level Agreement (SLA) document, (in line with service order items) immediately after successful commission of internet service.

2.3 Warranties and Penalties

- 2.3.1 Internet services with related equipment installed by the ISP shall have a comprehensive on-site warranty for the entire period of the Service Contract after the successful commissioning and acceptance.
- 2.3.2 If during the contract period, the TRAI regulated maximum rates for the services are reduced, the ISP must reduce the corresponding charges by proportionate amounts.
- 2.3.3 ISP will ensure maintaining services from the nearest service center which should be well equipped with service engineers and sufficient spares. The maintenance/complaint call should be attended immediately on receipt of the phone call from ITER-India IT Department.
- 2.3.4 The ISP must have provision for Internet based on line tracking of network parameters like reports for SLA, Uptime, availability, latency, packet loss, throughput and jitter at their portal.
- 2.3.5 Availability of the 100% of the bandwidth (250 Mbps full duplex 1:1) for more than 99.95% of the time no more than 4 hour of downtime every month at a stretch. The charges for unplanned outages (downtimes) would be calculated on monthly basis and deductions will be made from quarterly payments:

Sr. No.	Uptime (calculated on monthly basis)	Penalty (%)
1	$\geq 99.50\%$	0
2	≥ 99.00 to < 99.50	5
3	≥ 98.00 to < 99.00	15
4	≥ 97.00 to < 98.00	25
5	≥ 95.00 to < 97.00	50
6	≥ 90.00 to < 95.00	75
7	$< 90\%$	100

- 2.3.5.1 The downtime due to the following situations will not be considered for the penalty purpose:
- Any planned downtime with prior approval from ITER India.
 - Link down due to unplanned power failure at ITER India site and / or any reason that are not attributable to the ISP
 - Downtime due to natural calamities and international OFC fault
- 2.3.5.2 ISP shall inform and take approval for the planned downtime at least 2 working days in advance. Planned downtime shall be for no more than 6 hours in a month. Any planned downtime for more than 6 hours per month will be attract the penalties as specified in the clause 2.3.5.

2.4 Recovery of Sums Due

Wherever any claim for the payment of Penalties or loss suffered by the Buyer arises in terms of money out of the SO against the Service Provider, the Buyer shall be entitled to recover such sums from any due payment under the SO. In the event of this amount being insufficient, then the amount of damages or loss shall be recoverable from the payment that may become due, to the Service Provider from this SO or any other SO with the Buyer. Should this sum

be not sufficient to cover the amount of damages or loss that may be recoverable, the Service Provider shall pay to the Buyer on demand, amount due. Similarly if the Buyer had made any claim against the Service Provider under this SO or any other SO with the Buyer, the payment of all sums payable under the SO to the Service Provider shall be withheld to the extent of claims due according to the Buyer till such claims of the Buyer are finally paid by the Service Provider, pending which the same will be adjusted. Notwithstanding the provision for recovery through adjustment the Buyer shall be free to recover his claims from the Service Provider as per the terms of the SO.

2.5 Limitation of liability

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the Service Provider to the Buyer, whether under the SO, in tort or otherwise, shall not exceed the total SO price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

2.6 Indemnity

The Service Provider shall warrant and be deemed to have warranted that all services rendered against this SO are free and clean of infringement of any patent, copy right or trade mark and shall at all times indemnify the Buyer against all claims which may be made in respect of infringement of any right protected by Patent, Registration of design or Trade Mark.

2.7 Period of Service

The Service Order shall be for a period of **Two Years** from the date of successful commissioning of the connection and start of the network traffic. The Buyer reserves the right to extend the Service Order to maximum period of **6 months** at same rate keeping all other specifications and terms & conditions unchanged.

2.8 Settlement of disputes

- (a) Any disputes or difference arising out of or in connection with the SO shall be to the extent possible settled amicably between the parties involving management from either side within sixty (60) days. If amicable settlement cannot be reached within sixty (60) days, then all disputed issues shall be settled by arbitration as per clause 2.9.
- (b) Notwithstanding any reference to the arbitration as herein before provided (a) the Parties shall continue to perform their respective obligations under the SO with due diligence, unless they otherwise agree, (b) the Buyer shall continue to pay any undisputed amount to the Service Provider.

2.9 Arbitration

- (a) All disputes or differences arising out of or in connection with the SO including the one connected with the validity of the SO or any part thereof, should be settled by bilateral discussions.
- (b) Arbitration shall be conducted, in English, by two Arbitrators, one each nominated by the Buyer and Service Provider. In case, the said Arbitrators are not able to settle the dispute by themselves, the matter shall be referred to the Arbitrator mutually nominated by the Buyer and the Service Provider and whose decision shall be final and binding on both the parties. The sole Arbitrator shall have its seat in Ahmedabad or such other place in India as may be mutually agreed to between the parties. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation (Amendment) Act, 2015 and the

award of such Arbitration Tribunal shall be enforceable in Indian Courts only. The Courts of Ahmedabad, Gujarat shall only have exclusive jurisdiction to deal with and decide any legal or dispute arising out of the SO

- (c) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- (d) The parties shall continue to perform their respective obligations under the Service Order during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

2.10 Governing Law

The Service Order shall be construed and shall be governed by the laws of India and the Service Provider shall be required to comply with all the applicable laws with regard to performance of the Service Order.

2.11 Jurisdiction

The Courts in Ahmedabad (Gujarat State, India) shall have exclusive jurisdiction to deal with and decide all disputes arising out of this Contract.

2.12 Cancellation/Termination of Service Order

2.12.1 Termination of Service Order for default

2.12.1.1 The Buyer may, without prejudice to any other remedy for breach of SO, by written notice of default sent to the Service Provider, terminate the SO in whole or in part in circumstance detailed hereunder:

2.12.1.1.1 If the unplanned down time exceeds 5 days i.e. 120 hours at a stretch.

2.12.1.1.2 If the Service Provider fails to perform any other obligation(s) under the SO within the period specified in the SO or any extension thereof granted by the Buyer.

2.12.1.2 In the event the Buyer terminates the SO in whole or in part, the Buyer may take recourse to any one or more of the following actions. However, the Service Provider shall continue to perform the SO to the extent not terminated

2.12.1.2.1 Recovery of Penalties as per the SO.

2.12.1.2.2 The Buyer may procure, upon such terms and in such manner as it deems appropriate, service similar to those covered under the terminated SO at the risk and cost of the Service Provider and the Service Provider shall be liable to the Buyer for all costs incurred in purchasing such services.

2.12.2 Termination of Service Order for insolvency

If the Service Provider becomes bankrupt or otherwise insolvent or goes into liquidation, the Buyer may, at any time, terminate the SO, by giving a written notice to the Service Provider, without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Buyer.

2.12.3 Termination of Service Order for convenience

After placement of SO, there may be some unforeseen situations compelling the Buyer to cancel the SO. In such a case, the Buyer will send a suitable notice at least one month in

advance to the Service Provider for cancellation of the SO, in whole or in part, for Buyer's convenience, inter alia, indicating the date with effect from which the termination is to become effective. The Buyer shall pay the Service Provider for the services taken till the date of termination as per the rates agreed in the SO and no additional charges shall be paid by the Buyer.

2.13 Security/Safety/General Requirements:

- a. The ISP / Service Provider and its deputed manpower at Buyer's site shall strictly observe all safety, security and labour regulations prevailing in the campus. The Service Provider shall be responsible for the proper behavior of the manpower employed by him and also for any breach of security regulations, thefts, sabotage etc. The Service Provider shall withdraw any person so desired by ITER-India, if in the opinion of the representative of ITER-India it is not desirable to permit that particular person to work inside the campus. The deputed man-power shall cooperate with the security personnel at ITER-India/IPR and abide by the security requirements.
- b. Any site work at ITER-India/IPR is also governed by safety protocols mentioned at https://www.ipr.res.in/documents/safety_protocols.html
- c. Specific ITER-India Guidelines and Code of Conduct shall be followed by the deputed manpower.
- d. The insurance of the deputed manpower is the responsibility of the Service Provider.
- e. No TA/DA or any other allowance(s) shall be paid by ITER-India to ISP's manpower.
- f. Food, lodging, medical facilities and local transportation for the Service Provider's manpower shall be in the scope of the Service Provider.
- g. The deputed manpower under no circumstances shall be associated with any Union formation related activities or any type of illegal activities.
- h. The deployed ISP personnel shall have a valid photo ID card authorized by the Service Provider.
- i. Any correspondence other than the technical matter(s) related to this Service Order shall be made with Commercial Coordinator of Buyer only; otherwise, same shall not be treated as valid.
- j. ISP shall be fully responsible and accountable for the items (if any) provided to them by Buyer. It is also the responsibility of ISP to hand over all the items so received from Buyer in sound condition. In case of any damage, the cost of the same shall be recovered from the ISP.
- k. ISP will take all possible precautions to avoid damage to the Buyer's property during its onsite activities. ISP shall also take insurance covering third party liability for the personnel and equipments deployed at Buyer's site against all risks, such as injuries, loss of life etc. ISP will be fully responsible for payment of compensation. In the event of loss or damage to Buyer's property and/or injury or loss of life to Buyer's personnel during the course of onsite activities due to ISP's default, ISP will be fully responsible, accountable and liable for such damages/losses and payment of appropriate compensation. ISP will relieve the Buyer from all the liabilities under this clause.



Annexure-1: Self-Declaration for Class-I and Class-II bidders

[If the bidder is an authorized dealer, then OEM needs to provide this MII declaration on their letter head]

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BEII) dated 04.06.2020 and its amendments, we hereby certify that we M/s. _____ are local supplier meeting the requirement of minimum local content i.e., _____% excluding transportation, insurance, installation, commissioning, testing, training and after sales service support like AMC/CMC etc. as defined in above orders for the items against GeM Bid No. GEM/2024/B/5308132

Details of location at which local value addition will be made as follows:

_____.

We also understand, false declarations will be in breach of the code of integrity under rule 175(1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Thanking You,

Signature with date:

Name:

Designation:

Official Seal

Annexure-2: Letter for Acceptance of Tender

(This form should be printed on bidder’s letter head duly signed, stamped and sent by the bidder along with the technical Bid document)

From:

Name and address of Applicant Bidder
Name of Contact Person
Contact Number (Tel. no., mobile no., Fax no., E-mail)

Date:**To:**

Sr. Officer (Purchase & Stores)
ITER-India, Institute for Plasma Research,
Block A, Sangath Skyz, Bhat-Motera Road, Koteshwar,
Ahmedabad 380005,
Gujarat, INDIA Tel: + 91-79-2326 9656
Email: purchase@iterindia.in

Subject : Acceptance of the Tender

Ref. : GeM Bid No.: GEM/2024/B/5308132

Dear Sir/Madam,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender’ from GeM/web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s)
2. I / We hereby certify that I / we have read the entire tender documents i.e. Scope of supply, scope of work and Technical Specifications, drawings and other details and Terms & Conditions (ATC) of the tender, which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein and GeM GTC.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. In this regard, we would like to confirm the following (**Please against only one applicable point**).

I/ We hereby **unconditionally accept** all the Scope of supply, scope of work and Technical Specifications, drawings and other details as per product specifications and the Terms & Conditions as per Section-B of the tender.

I/ We accept all the Scope of supply, scope of work and Technical Specifications, drawings and other details as per product specifications and the Terms and Conditions as per Section-B of the tender, **except following deviations.**

List of deviations attached as an enclosure to this letter.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without



prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Signature

Bidder's stamp

Name:

Position:

Note: If any deviations are proposed, these must be clearly indicated in the bid/offer as a separate annexure to this Letter of Acceptance instead of merely enclosing bidder's printed conditions of Sale. Deviations, if any, shall be reflected in this letter of acceptance (or enclosure to this letter) only and not elsewhere in the bid, failing which, the Purchaser shall consider bidder's acceptance of the tender document with no deviation.



Annexure-3: Self-declaration by Bidder of a country sharing/not sharing land border with India

[ON THE LETTER HEAD OF THE COMPANY]

Ref: 1) Our bid/offer No. dated
2) GeM Bid No. GEM/2024/B/5308132

Restrictions on procurement from Bidders from a country or countries, or class of countries under Rule 144(xi) of the General Financial Rules 2017.

We have read the clause regarding restrictions on procurement from Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- (a) *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- (b) *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority*

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any further changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

Signature

Bidder's stamp

Name:

Position:

Address:

Tel:

Fax:

Email ID: