



Government of Karnataka

**PROCUREMENT OF BACK-TO-BACK OEM SUPPORT FOR
EXISTING KSWAN 2.0 ROUTERS AND SWITCHES
(TENDER NO.)**

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REQUEST FOR PROPOSAL (RFP) NOTICE

This Tender Document is being published by the Centre for e-Governance, Government of Karnataka, known in this document as “CeG”, to procure back-to-back OEM support for existing KSWAN 2.0 Routers and Switches deployed at various Government of Karnataka office locations across the state.

All interested bidders shall submit the required EMD and Tender Processing fee well in advance and submit their Technical and Commercial bid responses electronically using the unified kppp.karnataka.gov.in platform <https://kppp.karnataka.gov.in/>

Bidders are advised to study this RFP carefully before submitting their bids in response to this RFP notice. Submission of a bid, in response to this notice, shall be deemed to have been done after careful study and examination of this document with a full understanding of its terms, conditions, and implications.

Before submission of bids, bidders must ensure that the soft copy of all the necessary documents has been attached to the bid. CeG is not responsible for delays in bid submission for any reason. Bidders are advised to submit the necessary EMD, Tender fees, and bid documents on the GoK Public Procurement Portal (PPP) well in advance. Bidder agencies are requested to attend pre-bid meetings as per the details provided on the GoK Public Procurement Portal.

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

Key Information to Bidders:

No.	Information	Details
1.	RFP Name	RFP FOR PROCUREMENT OF BACK-TO-BACK OEM SUPPORT FOR EXISTING KSWAN 2.0 ROUTERS AND SWITCHES
2.	RFP Reference No.	Please refer to kppp.karnataka.gov.in
3.	RFP release date	
4.	Last date for submission of written queries for clarification	
5.	Date & Time of pre-bid meeting	
6.	Release of response to clarifications	
7.	Last date (deadline) for receipt of proposals in response to RFP notice	
8.	Place, Time and Date of opening of Technical proposals	Program Director –KSWAN Center for e-Governance Room 11, Ground Floor, MS Building Bangalore 560001 Telephone – 080 22373826 E Mail: pdkswan@karnataka.gov.in
9.	Place, Time and Date of opening of Financial proposals	
10.	For Queries Contact	Online through kppp.karnataka.gov.in Portal https://kppp.karnataka.gov.in/
11.	Submission Type	Nil
12.	Cost of Tender Document	Bidder shall submit the required EMD
13.	EMD	90 days from the date of opening of proposals
14.	Bid Validity Period	14 days
15.	Deadline/ last date for furnishing performance security	5% of contract value
16.	PBG	Five Years and three months from date of support extended.
17.	Performance security validity period	Within 14 working days of notice of award
18.	Deadline / Last date for signing contract	

Table of Contents

1	Introduction	7
2	Key Stakeholders & Governance Structure.....	7
2.1	Key Stakeholders.....	7
2.2	Governance Structure of GoK for KSWAN:	8
3	Objectives.....	9
4	Bidder's Scope of Work.....	9
5	Deliverables and Timelines for Back-to-back OEM support/license Delivery	10
6	Payment Terms and Schedule.....	10
7	Confidential Information, Security and Data	10
7.1	General Obligations of the Bidder	11
7.2	Exit Management Plan	11
7.3	Confidentiality.....	12
7.4	Responsibility for safe custody and integrity of data	12
8	Contract amendment.....	13
9	Third Party Claims	13
10	Miscellaneous terms & Conditions	13
11	Force Majeure.....	13
12	Duration of the contract	14
13	Service Level Requirements (SLR) and Penalty.....	14
13.1	Penalty for delay in Deliverables	14
13.2	Penalty for delay in Resolution of issues	14
14	Bidding Process	15
14.1	Bid Proposal	16
14.2	Cost of Proposal	16
14.3	Clarification of Tender document	16
14.4	Pre-Bid meeting	16
14.5	Language of bids	16
14.6	Documents Comprising the Bids.....	16
14.6.1	Documents establishing bidder' eligibility (Pre-Qualification and Technical)	16
14.6.2	EMD (Tender Security)	17
14.6.3	Financial Bid	17
15	Procedure for Submission of Bids	17
15.1	Tender Processing Fees.....	17
15.2	Modes of Submission	18
15.3	Authentication of Bid	18

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

15.4	Validation of interlineations in Bid	18
15.5	Bid Prices.....	18
15.6	Firm Price	18
15.7	Bid Security & its amount (EMD)	18
15.8	Period of validity of Bids	19
15.9	Revelation of Prices.....	19
15.10	Modification and withdrawal of Bids.....	19
15.11	Address for correspondence.....	19
15.12	Clarifications.....	19
15.13	Contacting GoK	20
15.14	Bid currency	20
15.15	Disqualifications	20
16	Pre-Qualification Criteria to establish Bidder's eligibility:	20
17	General Instructions and Bidding Process	22
17.1	Bid Evaluation	22
17.2	Following is the Process of Bid evaluation:.....	23
17.3	Pre-Qualification cum Technical Evaluation	23
17.5	Evaluation of Commercial bids	23
17.6	Correction of Errors	23
17.7	Evaluation Committee	24
18	Award and Contract	24
18.1	Notification of Award.....	24
18.2	Purchaser's right to vary quantity at time of award	24
18.3	Purchaser's right to accept any bid & to reject any or all bids	24
18.4	Signing of Contract/ MSA.....	24
18.5	Contract Management Module:	24
18.6	Expenses for the Contract.....	25
18.7	Publicity.....	25
19	Other Clauses.....	25
19.1	Corrupt, fraudulent and unethical practices.....	25
19.2	Resolution of disputes	25
19.3	Notices	26
19.4	Use of Documents and Information.....	27
20	Change in the Applicable Law Related to Taxes and Duties	27
21	Form Templates for Bid Response	27
21.1	Format 1- Bid Letter (in firm/ company letter head) Proposal Covering Letter:	28

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

21.2	Format 2- General Information about the Bidder	29
21.3	Format 3- Declaration of Acceptance of Terms and Conditions in RFP	30
21.4	Format 4- Undertaking on Not Being Black-Listed	31
21.5	Format 5- Undertaking on Office Premises (in firm/ company letter head)	31
21.6	Format 6- Undertaking on litigation(s):	32
21.7	Format 7- Certificate of Incorporation and Commencement.....	32
21.8	Format 8- Local Presence of Bidder	32
21.9	Format 9 – Bidders Annual Turnover	32
21.10	Format 11 – Bidders Net worth	32
21.11	Format 12 – Project Execution Experience of company (Capability Statement).....	33
21.12	Format 13 BoM and Compliance	34
21.13	Format 14 OEM Authorization Form (MAF).....	35
21.14	Format 15 - Commercial Bid Format.....	36
22	DRAFT Contract Master Services Agreement	39

1 Introduction

On behalf of Government of Karnataka, CeG (Centre for e-Governance) a society registered under the Societies Registration Act manages the operation and development of important Government Network namely Karnataka State Wide Area Network (KSWAN). KSWAN is Wide Area Network for Government of Karnataka, which connects Government offices/ Institutions at State, District and Taluka level across the state.

Through KSWAN, users will have access to applications in State Data Center (SDC) and other connected hosts and also have access to Internet, depending on the user privilege.

KSWAN is being provided network to the user departments through TSPs links (P2P/MPLS) across the State.

The following section briefly describes about KSWAN network.

KSWAN: (Karnataka State Wide Area Network)

The Karnataka State Wide Area Network has been in operation since December 2009. It is serving as a state information highway for various departments of the Government of Karnataka (GoK), providing voice, video, and data services.

The Karnataka State Wide Area Network aims to provide more reliable and secure network services to Government offices by providing WAN services using Multi-Protocol Label Switching (MPLS) technology within the network and that of the bandwidth service provider, and LAN services in important Government buildings.

M/s UTL (Service Provider) has been selected as KSWAN 2.0 O&M Service Provider, maintaining the network through WAN MPLS/P2P bandwidth and LAN services to the Government of Karnataka (GoK) offices during the contract period. The Primary WAN bandwidth Service Providers are Bharat Sanchar Nigam Limited (BSNL), Reliance JIO, Vodafone Idea & M/s Airtel is the Secondary bandwidth Service Provider.

Government offices/ Institutions are connected to KSWAN via WAN links through CISCO Routers and Switches. Out of these Routers and Switches few equipment back-to-back OEM support (also called AMC in this RFP) is going to expire shortly and require an extension.

Through this RFP, the Center for e-Governance (CeG) intends to engage a bidder for the Procurement of Back-to-back OEM support (CISCO make) for existing KSWAN 2.0 Routers and Switches that are expiring.

2 Key Stakeholders & Governance Structure

GoK provide the necessary infrastructure, platform and software deployment requirements for various e-Governance projects in the state. Most of the state Government departments use this common infrastructure setup to host their software applications. Existing Key stakeholders are:

2.1 Key Stakeholders

- **Project owner** –Government of Karnataka (GoK)

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

- **Implementing Agency** – Centre for e-Governance, GoK
- **Bandwidth Service Providers** –National Knowledge Network (NKN), BSNL, M/s Reliance, M/s Airtel and M/s Vodafone Idea
- **KSWAN O&M Operator** –M/s United Telecoms Limited
- **End Users / User Departments** – Karnataka Government Departments / Boards / Corporations / Institutions and Citizens.
- **Third Party Monitoring Agency**–M/s Grant Thornton Bharat LLP.

The roles, responsibilities and obligations of various partners are clearly defined, so as to have more accountability from the partners during the life cycle of the project. The project Governance structure has been defined for managing transition and operational aspects of the KSWAN project. The governance structure shall be as described below:

2.2 Governance Structure of GoK for KSWAN:

The governance structure for the KSWAN project is described below:

Chairman, CeG

Secretary (or Principal Secretary or Additional Chief Secretary), DPAR (e-Governance) is the ex-officio Chairman of Centre for e-Governance (CeG). Chairman, CeG is the overall in-charge of all the projects of CeG.

Chief Executive Officer, CeG

CEO, CeG oversees all the projects executed by Centre for e-Governance.

Program Director, KSWAN:

The Program Director/Project Director, KSWAN shall be responsible for the overall implementation and operations of this project in the State. Responsibilities of the Program Director /Project Director include:

- a. Close coordination with all the participating departments on their requirement of KSWAN.
- b. Interacting with the Nodal Officer appointed by each department for KSWAN.
- c. Coordinating with the Data Centre Operator, Internet provider and signing SLAs with vendors.
- d. Engaging third party agency for auditing purposes
- e. Manage release of funds and fund management.
- f. Levying penalties on the KSWAN service provider if SLAs are not met.
- g. Overseeing activities of various teams working on this project.

KSWAN Team:

KSWAN team is a team of professionals sourced from the market who will be working with KSWAN project team to ensure supervision and maintenance of KSWAN operations.

Responsibilities include:

- a. Day to day supervision of operations and issues
- b. Liaison between the successful bidder, and the departments already with KSWAN and the

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

- new departments willing to get on boarded
- c. Coordinate with the successful bidder and other CeG entities like SECLAN, KSDC, vendors engaged with SDC & SECLAN etc.
- d. Work under directions of Project Director, KSWAN to ensure availability of KSWAN services for GoK and its departments
- e. Supervise KSWAN project team deployed by outsourced vendor for compliance with this RFP
- f. Act as technical expert within CeG in the area of KSWAN management, Database, Application, and IT Information Security

3 Objectives

The main objective of this tender is to select the bidder for extending the Back-to-back OEM support for existing CISCO Routers and Switches which have been deployed at Government offices of various Departments/ Boards & Corporations spread across the state.

4 Bidder's Scope of Work

KSWAN currently provided connectivity to about 8000 offices across state user departments spread across districts and talukas. In KSWAN, Routers are installed at the user departments, and security is built over the bandwidth service provider links for the secure transfer of department data from the remote location to the state Headquarters/Data Centers.

The back-to-back OEM support shall include the following, and is not limited to

1. **Hardware Replacement / RMA Support:** OEM provides replacement parts or hardware under warranty or support agreement.
2. **Service Level Alignment:** The support levels offered by the bidder should be in line with the OEM's capability (e.g., 24/7 support, on-site next-business-day repair/replacement).
3. **Escalation Path:** Issues that can't be resolved by the bidder/System Integrator should be escalated to the OEM, and the bidder has to follow up with the OEM according to agreed timelines.
4. **Service Ownership:** The bidder shall own the service responsibility in front of the KSWAN, but ensure the backend support from the OEM.
5. **Security/IOS/Critical OEM Patch:** The bidder shall ensure the timely updating of Security/IOS/Critical OEM Patch updates recommended by the OEM, in coordination with the Operator of KSWAN.

This section describes the broad scope of work for procuring the Back-to-back OEM support for CISCO Routers and Switches for the Karnataka State Wide Area Network.

Supply of Back-to-back OEM support for existing CISCO Routers/Switches as follows:

Sl. No	Service Level	Product Number	Quantity
1	SNT	WS-C6509-E	2 Nos.
2	SNT	ASR1013	2 Nos.
3	SNT	ASR1002-X	6 Nos.
4	SNT	ASR1006	2 Nos.

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

5	SNT	WS-C2960XR-48LPS-I	28 Nos.
6	SNT	CISCO 4351	147 Nos.
7	SNT	WS-C2960X-48LPS-L	80 Nos.
8	SNT	WS-C2960X-24PS-L	79 Nos.
9	SNT	CISCO 1121-4P	24 Nos.
10	SNT	CISCO 1111-8P	2033 Nos.
11	SNT	CISCO 1121-8LTEP	2200 Nos.
12	SNT	CISCO 1121-8P	625 Nos.

The commercial bid is to be submitted in the kppp.karnataka.gov.in portal only as per the instructions given in clause 21.14, Format-15 "Commercial Bid format" for this RFP. The commercial bid should not be uploaded along with the technical bid.

5 Deliverables and Timelines for Back-to-back OEM support/license Delivery

Key deliverables for scope of work given above includes following:

Event	Delivery timelines
Purchase Order to the successful bidder	T1
Supply of Back-to-back OEM support (Renewal document from OEM) for existing CISCO Routers and Switches (5248 Nos.)	T1 + 2 weeks

6 Payment Terms and Schedule

S. No.	Activity	Amount to be released
1.	Supply of Back-to-back OEM support for existing CISCO Routers and Switches, verification by a Third-Party Auditor of KSWAN	Eligible payment after SLA penalty adjustment if any, after successful commissioning of Back-to-back OEM support licenses and their validations by CeG/TPA.

Note:-

1. The successful bidder shall obtain the extended Back-to-back OEM support in the name of "Center for e-Governance, Government of Karnataka."
2. The Bidder shall submit the concerned documents to CeG.

7 Confidential Information, Security and Data

- a. The bidder will promptly on the commencement of the exit management period shall supply to CeG the following:
 - i. Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance in relation to the services; and

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

- ii. Documentation relating to Intellectual Property Rights; and
 - iii. CeG data and confidential information; and
 - iv. All current and updated departmental data as is reasonably required for purposes of CeG or its nominated agencies transitioning the services to its Replacement bidder in a readily available format; and
 - v. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable CeG or its nominated agencies, or its Replacement bidder to carry out due diligence in order to transition the provision of the Services to CeG or its nominated agencies, or its Replacement Operator (as the case may be).
- b. Before the expiry of the exit management period, the Bidder shall deliver to the CEG or its nominated agencies all new or up-dated materials from the categories set out in above point, and shall not retain any copies thereof, except that the Bidder shall be permitted to retain one copy of such materials for archival purposes only.
- c. Before the expiry of the exit management period, unless otherwise provided under the contract, CeG or its nominated agencies shall deliver to the Bidder all forms of Bidder confidential information which is in the possession or control of CeG or its nominated agencies or its users

7.1 General Obligations of the Bidder

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

7.2 Exit Management Plan

The Bidder shall provide to CeG with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the contract as a whole.

- a. A detailed programme of the transfer process that could be used in conjunction with a Replacement Bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

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

7.3 Confidentiality

The Bidder shall not use or disclose to any third party, except for the purpose of the observance of these terms and Conditions any confidential information of the CeG.

7.4 Responsibility for safe custody and integrity of data

- The Bidder shall not, without prior written consent from CeG, disclose the Contract, or any provision thereof, or any specification, plan, data, drawing, pattern, sample or information furnished by or on behalf of the department in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- The Bidder shall not, without prior written consent of CeG, make use of any document or information made available for the project, except for purposes of performing the Contract.
- All project related documents issued by CeG, other than the Contract itself, shall remain the property of the CeG and shall be returned (in all copies) to CeG on completion of the Bidder's performance under the Contract if so required by the department.

8 Contract amendment

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

9 Third Party Claims

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

10 Miscellaneous terms & Conditions

a) The end product of the work assignment carried out by the Agency in any form, will be the sole property of CEG.
b) The Agency shall not outsource the work to any other associate / franchisee / third party under any circumstances.

c) The Agency shall perform the services and carry out its obligations under the contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training / consulting standard recognized by national/ international professional bodies and shall observe sound management practice. It shall employ appropriate advanced technology and safe and effective methods. The Agency shall always act, in respect of any matter relating to this Contract, as faithful advisors to CEG and shall at all times, support and safeguard CEG legitimate interests.

d) The Agency automatically agrees with CEG for honoring all aspects of fair-trade practices in executing the work orders placed by CEG.

e) In the event the Agency Company or the concerned Division of the company is taken over / brought over by another company, all the obligations under the agreement with CEG, should be passed on the compliance by the new company new Division in the negotiation for their transfer.

f) For all deliverables at the CEG, the Agency shall be responsible and accountable.

11 Force Majeure

2) Force majeure clause shall mean and be limited to the following in the execution of the contract placed by CEG:

- War / hostilities
- Riot or Civil commotion
- Earth quake, flood, tempest, lightning or other natural physical disaster
- Restriction imposed by the Government or other statutory bodies, which is beyond the control of the Agency, which prevent or delay the executive of the order by the Agency

b) The Agency shall advise CEG in writing, duly certified by the local Chamber of Commerce, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, States/Uts reserve the right to cancel the contract without any obligation to compensate the Agency in any manner for what so ever reason, subject to the provision of clause mentioned.

12 Duration of the contract

The duration of the contract is for a period of five (5) years from the date of supply of Back-to-back OEM support.

13 Service Level Requirements (SLR) and Penalty

The responsibility of ensuring the deliverables as per the RFP timelines lies with the successful bidder.

Timely Delivery of Back-to-back OEM support for existing CISCO Routers and Switches defined in this RFP shall constitute the essence of the contract.

Failure to adherence of above shall attract penalty as defined here below:

13.1 Penalty for delay in Deliverables

Deliverables are to be followed strictly as per the timelines defined in Deliverables in Section 5 of this RFP.

Penalty will be applicable for delay in delivery as below:

Sl.No	Exceeding 2 weeks from the date of issue of the PO.	Penalty
1	0 -1 week	Rs. 50,000 per day
2	2=<3 weeks	Rs. 1,00,000 per day
3	<3 weeks	Rs. 2,00,000 per day

Note: The maximum penalty shall be capped at 10 % of PO value.

13.2 Penalty for delay in Resolution of issues

Bidder is required to provide support for all products/licenses supplied as part of RFP through back to back AMC arrangement from OEM. During the period of the contract, bidder shall be responsible for prompt remedy of any operational / technical issues brought to their notice by phone/mail/trouble tickets to OEM within stipulated timelines, failing which following penalty shall be levied on the bidder

Sl No	Severity of problem/incident	Timeline for remedy	Penalty as % of Product value accepted by CeG as per PO.
1.	Critical (SCR Connected Routers/Switches)	24 hours	0.5% for every hour or part thereof of delay
2.	Medium (DCR Connected Routers/Switches)	48 hours	0.25% for every hour or part thereof of delay

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

3.	Low (TCR Connected Routers/Switches)	72 hours	0.125% for every hour or part thereof of delay
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14 Bidding Process

Time schedule of various tender related events:

Tender reference No:	As mentioned in kppp.karnataka.gov.in portal
Date of issue of RFP	As mentioned in kppp.karnataka.gov.in portal
Non-Refundable Tender Processing Fee	As mentioned in kppp.karnataka.gov.in portal
EMD	Refer the RFP
Pre-bid meeting & venue	Center for e-Governance (CEG) Gate No 2, MS Building, Ambedkar Road Bangalore-560001
Last Date for Receiving Queries	As mentioned in kppp.karnataka.gov.in portal
Last Date and Time for submission of Bids	As mentioned in kppp.karnataka.gov.in portal
Venue, Date & Time of Opening Of Technical Bids	As mentioned in kppp.karnataka.gov.in portal
Venue, Date & Time of Opening Financial Bids	As mentioned in kppp.karnataka.gov.in portal
Contact Person, Phone No. and Email	Program Director KSWAN Email: pdkswan@karnataka.gov.in pmkswan@karnataka.gov.in
Address for Communication:	KSWAN Project, Room No. 11, Ground Floor, Vikasa Soudha, Ambedkar Road, Bangalore-560001

Please visit web site <https://kppp.karnataka.gov.in/> for full details.

Complete set of bidding documents prepared by Centre for e-Governance (CeG), DPAR (e-Gov) will be available for free download by interested bidders from the kppp.karnataka.gov.in portal of the Government of Karnataka.

It will be in the interest of the bidders to familiarize themselves with the kppp.karnataka.gov.in system to ensure smooth preparation and submission of the tender documents.

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

The Bidders are advised to submit the Bids well in advance of the deadline as the Centre for e-Governance will not be liable or responsible for non-submission of the bids on account of any technical glitches or in problems in connectivity services used by the bidder.

14.1 Bid Proposal

Each Bidder shall submit only one Proposal.

The bidder who submits or participate in more than one Proposal will be disqualified.

Consortium partners are not eligible to participate in the Bid.

14.2 Cost of Proposal

The bidder shall bear all costs associated with the preparation and submission of its Proposal, including site visits, and CeG will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.

14.3 Clarification of Tender document

A prospective bidder requiring any clarification of the tender document may notify before the date mentioned in kppp.karnataka.gov.in portal. CeG, GoK will respond to any request for clarification of the tender document. CeG, GoK response will be published in kppp.karnataka.gov.in Portal.

14.4 Pre-Bid meeting

- a. All those bidders who have obtained bid document can participate in pre-bid meeting to seek clarification on the bid, if any in the pre-bid meeting held at the venue and time as per the notification in kppp.karnataka.gov.in portal.
- b. The purpose of the meetings will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- c. The Bidder is requested to submit any questions thorough kppp.karnataka.gov.in portal as per the dates mentioned in kppp.karnataka.gov.in portal. The clarifications (including the query but without identifying the source of inquiry) will be uploaded on the portal (<https://kppp.karnataka.gov.in/>)
- d. Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.

14.5 Language of bids

The Bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and GoK, shall be written in the English language.

14.6 Documents Comprising the Bids

The bid prepared by the Bidder shall comprise the following components. The bids not conforming to the requirements shall be summarily rejected.

14.6.1 Documents establishing bidder' eligibility (Pre-Qualification and Technical)

In support of eligibility, a bidder must submit the following documents (besides the other requirements of the tender), original copies or attested copies, as the case may be, in the absence of which the Bid will be rejected.

- a. Bid Letter (Format-1)
- b. General Information about the bidder (Format-2)

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

- c. Declaration of Acceptance of terms and Conditions of RFP (Format-3)
- d. Undertaking for debarment (Format-4)
- e. Local Establishment letter (Format-5)
- f. Undertaking on Litigation (Format-6)
- g. Certificate of Incorporation (Format-7)
- h. Local Presence of Bidder. (Format-8)
- i. Turnover certificate by Chartered Accountant (Format-9)
- j. Audited copy of Profit and Loss (Format-10)
- k. Bidders net worth (Format-11)
- l. Project experience of company and Purchase orders supporting claim in citation format. (Format-12)
- m. BOM & Compliance (Format – 13)
- n. OEM Authorization Letter (MAF) (Format – 14)
- o. Authorization letter for signing /submission of bid document
- p. Technical Proposal
- q. Understanding on compliance of Terms and Conditions of RFP.

14.6.2 EMD (Tender Security)

The bidder shall submit required EMD as per Clause “Bid Security & its amount (EMD)”.

14.6.3 Financial Bid

The Commercial Bid, besides the other requirements of the Tender, shall comprise of the following:

Commercial Bid Letter (Format 15)

15 Procedure for Submission of Bids

15.1 Tender Processing Fees

Bidder can download the tender document for free from the portal (<https://kppp.karnataka.gov.in/>) till the due date and time for bid submission. Any interested bidder shall pay tender processing fee as specified in the kppp.karnataka.gov.in portal. The tender processing has to be paid through any of the e-payment options in the portal:

- Credit Card
- Direct Debit
- National Electronic Funds Transfer (NEFT)
- Over the Counter (OTC) – designated ICICI bank branches located across the country

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

Please note that payments submitted through cheque or demand draft shall not be accepted. Further details regarding e-Payment, please refer to kppp.karnataka.gov.in portal at the above-mentioned website or call kppp.karnataka.gov.in helpline.

Note: It will be in the interest of the bidders to familiarize themselves with the kppp.karnataka.gov.in system to ensure smooth preparation and submission of the tender documents.

15.2 Modes of Submission

All interested bidders shall submit required EMD and pay Tender Processing fee and submit their Technical and Commercial RFP responses electronically using the unified kppp.karnataka.gov.in platform of the CeG. The kppp.karnataka.gov.in portal is available at: <https://kppp.karnataka.gov.in/>

Companies shall submit the tenders only through the unified kppp.karnataka.gov.in system before the scheduled date and time for bid submission. Tenders submitted after the due date and time will not be considered and CeG will not be liable or responsible for any delays due to unavailability of the portal and the internet link.

15.3 Authentication of Bid

The response bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. A letter of authorization shall be supported by a written power-of-attorney accompanying the bid. All pages of the bid and a copy of the tender document, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

15.4 Validation of interlineations in Bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

15.5 Bid Prices

The bidder shall indicate prices according to the Performa prescribed in the RFP

15.6 Firm Price

Prices quoted by the bidder must be all inclusive, firm and final, and shall not be subject to any escalation whatsoever during the period of the contract. Prices should include all state and central taxes, Viz. excise/ custom duties on the final finished supplies tendered for. Attention of the bidder is invited to the terms and conditions of payment given in clause 6 of this RFP.

15.7 Bid Security & its amount (EMD)

Pursuant to Clause 14.6.2, bidder shall furnish as part of its bid an earnest money deposit. The earnest money deposit is required to protect the purchaser against the risk of bidders' conduct which would warrant the security's forfeiture.

The Bid shall contain required EMD form as per RFP.

The bidder shall be disqualified if the prescribed EMD form is not submitted along with the bid.

Action will be taken as per EMD form:

- 1) If a Bidder withdraws his/her bid or increases the quoted prices during the period of bid validity, or its extended period, without the explicit consent of the department, if any; or
- 2) In the case of a successful Bidder, if she/he fails within the specified time limit to: sign the Agreement or Furnish the required Performance Bank Guarantee.

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

Note: kppp.karnataka.gov.in portal will deny submission of the bid without submitting the EMD.

The bidder shall be disqualified if the:

1. Prescribed EMD is not submitted along with the bid.
2. Bidder withdraws his/her bid or increases the quoted prices during the period of bid validity, or its extended period, without the explicit consent of the department, if any; or
3. In the case of a successful Bidder, if she/he fails within the specified time limit to sign the Agreement or Furnish the required Performance Bank Guarantee

15.8 Period of validity of Bids

Bids shall remain valid for 90 days from the last date of submission of bid prescribed by Purchaser. A bid valid for a shorter period shall be rejected by GoK as non-responsive. In exceptional circumstances, GoK may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security validity shall also be suitably extended. The bidder shall have to extend the validity of the bid up to at least 3 months if so asked for. However, no permission would be given to modify the bid in any way.

15.9 Revelation of Prices

Prices in any form and for any reasons shall not be revealed during any stage of evaluation before opening the commercial bid. In case such violation happens, then the bid shall be immediately rejected.

15.10 Modification and withdrawal of Bids

The tendered may modify or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of tenders.

The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by email/letter followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.

No tender may be modified subsequent to the deadline for submission of tenders.

No bid shall be withdrawn in the interval between the last date for receipt of bids, and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval would result in forfeiture of the bidder's bid security.

15.11 Address for correspondence

The bidder shall designate the official mailing address, place, telephone number, fax number and e-mail address to which all correspondence shall be made by GoK. GoK will not be responsible for non-receipt of any communication sent by the bidder.

15.12 Clarifications

If deemed necessary, GoK may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted. GoK may, if so desire, ask the bidder to give a presentation/ demonstration for the purpose of clarification of the tender. All expenses for this purpose, as also for the preparation of documents and other meetings, will be borne by the bidders.

15.13 Contacting GoK

a. Bidder shall NOT contact CeG/GoK on any matter relating to this bid, from the time of the submission of bid to the time the contract is awarded. During this period, all important notices will be published in the kppp.karnataka.gov.in portal.

b. Any effort by a bidder to influence GoK's bid evaluation, bid comparison or contract award decision may result in the rejection of the bid. Such an act on the part of the Bidder shall amount to misconduct and will be liable for appropriate action, as decided by GoK.

15.14 Bid currency

Price shall be quoted entirely in Indian Rupees.

15.15 Disqualifications

The bid is liable to be disqualified in the following cases:

- The Bid not submitted in accordance with this document.
- During validity of the bid, or its extended period, if any, the Bidder increases his quoted prices.
- The Bidder qualifies the bid with his own conditions.
- Bid is received in incomplete form.
- Bid is received after due date and time.
- Bid is not accompanied by all requisite documents
- Information submitted in Technical Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- Commercial bid/ pricing is uploaded in the Technical bid.

16 Pre-Qualification Criteria to establish Bidder's eligibility:

Sl no	Particulars	Criteria	Proof/Documents Required
1	Bidder Company Registration	The Bidder must be a company registered in India under companies Act/ Limited Liability partnership act and should have been in operation for a period of at least 8 years as on bid date. (Consortium and joint ventures formed for the purpose of this project are not eligible to bid for this project. Trusts and societies are also not eligible to bid for this project)	Certificate of Incorporation / Certificate of Partnership
2	Bankruptcy	The bidder should not have filed for bankruptcy.	Declaration in this regard by the authorized signatory of the

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

			bidder should be attached.
3	Annual Turnover	The annual turnover of the Bidder during each of the last 3 financial years (2021-22, 2022-23, 2023-24) shall not be less than Rs. 40.00 Crores.	Duly Certified Turnover statement by the auditor of the company or Chartered accountant
4	Net Worth	The bidder should have a positive net worth for the last 3 financial years (2021-22, 2022-23, 2023-24)	Auditor / Chartered Account certificate for net worth for 3 years.
5	Local establishment at Bangalore	The Bidder should have at least 10 Technical staff on its payroll as on last date of bidding for this tender and at least one permanent/working office in Bangalore.	Self-Certificate issued by the HR head of the bidder organization
6	Debarment	The Bidder should not have been debarred by the Government of India or any state government or any of its agencies for any reasons whatsoever and the bidder should not have been debarred by Central / any other State/UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices as on last date of bidding for this tender.	Undertaking from the Company Secretary or the Authorized Signatory
7	Capabilities / Experience	<p>Must have successfully executed 1 order of Rs. 15.0 Crores for supply, installation, and commissioning/AMC of networking equipment like Routers, and Switches, including supply of back-to-back OEM support during the last 5 years to any SWAN/SDC/State Govt. Department/GOI Department/Central or State PSU /Enterprises.</p> <p>OR</p> <p>Must have successfully executed 2 orders of Rs. 10.00 Crores each for supply, installation, and commissioning/AMC of networking equipment like Routers, and Switches, including supply of back-to-back OEM support during the last 5 years to any</p>	PO Copies to be submitted

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

		SWAN/SDC/State Govt. Department/GOI Department/Central or State PSU /Enterprises. OR Must have successfully executed 3 orders of Rs. 8.00 Crores each for supply, installation, and commissioning/AMC of networking equipment like Routers, and Switches, including supply of back-to-back OEM support during the last 5 years to any SWAN/SDC/State Govt. Department/GOI Department/Central or State PSU /Enterprises.	
8	Authorization form of Manufacturer	MAF to be submitted as per format in RFP	MAF
9	Authorized Signatory	The signatory for this RFP must be authorized by Board or Head of the Organization	Authorization letter by Board or Head of Organization

Note:

If the details furnished by the bidder found to be wrong at any point time during the bidding or contract, CeG reserves the right to terminate the contract and initiate action to en-cash the PBG in CeG favor.

17 General Instructions and Bidding Process

This invitation for bids is open to all Indian firms who fulfill prequalification criteria as specified in the RFP.

Breach of general or specific instructions for bidding, general and special conditions of contract with GOK or any of its user organizations during the past 3 years may make a firm ineligible to participate in bidding process.

Terms and conditions of kppp.karnataka.gov.in tendering process is mandatory to all the bidders and OEMs

17.1 Bid Evaluation

Overall Evaluation

The Bid evaluation process shall be a two-stage process, pre-qualification evaluation/Technical qualification evaluation, Commercial evaluation respectively. The bidder shall be considered for the next stage only if his/her bid is found to be responsive during the evaluation in the earlier stage. Any bid not found to be responsive in a stage shall not be evaluated in the subsequent stage.

17.2 Following is the Process of Bid evaluation:

The bids that are qualified in the pre-qualification cum technical criterion, shall become eligible for commercial evaluation

The bidder whose total commercial offer as per price schedule in commercial bid is determined to be the lowest after evaluation will be awarded the contract.

CeG / GoK may negotiate with the bidder who is declared as L1 on technical terms and/or commercial terms and/or on quoted prices.

However, CeG/ GoK reserve the right to reject any or all the bids without assigning any reason, whatsoever.

17.3 Pre-Qualification cum Technical Evaluation

a. The Bidder shall furnish the information required in Clause 14.6.1 and the formats prescribed in the RFP. The Bidder will be evaluated against the pre-qualification criteria given as stipulated in the Clause 16 and any non-conforming bids will be rejected.

b. GoK will examine the bids to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. The Pre-qualification bid documentation furnished by the Bidder shall be examined prima facie to see if the technical skill base and financial capacity, experience in executing similar projects and other Bidder attributes claimed there in are consistent with the requirements of this RFP. GoK may ask Bidder(s) for additional information, visit to Bidder's site and/or arrange discussions with their professional, technical faculties to verify claims made in Pre-qualification bid documentation.

During the evaluation of bids, CeG/GoK (Purchaser) may at its discretion ask the bidder for a clarification of its bid. The request for clarification shall be in writing and no change in process or substance of the tender shall be sought.

c. Any Bid submitted without proper authorization from the respective OEM shall be treated as non-responsive.

d. A bid determined as not substantially responsive will be rejected by GoK and may not subsequently be made responsive by the bidder by correction of the non-conformity.

17.5 Evaluation of Commercial bids

Commercial bids of those Bidders who are only technically qualified in the technical evaluation will only be opened. All other commercial bids will not be opened. The financial evaluation shall be done based on the details submitted by the bidder as per the format-15 provided in Clause 21.14. The bidders shall be sorted in the ascending order as L1, L2, L3 etc., based on the total Commercial bid amount quoted by the technically qualified bidders in the kppp.karnataka.gov.in portal. It is not binding on CeG/GoK to accept the L1 bid only.

17.6 Correction of Errors

a) Proposals will be checked by the GoK for any arithmetic errors during the evaluation of the Financial Proposal. Errors will be corrected by the GoK as follows:

i) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

ii) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, or between sub totals and total price, the unit or sub total price shall prevail and the total price shall be corrected.

b) The amount stated in the Financial Proposal will be adjusted by the GoK in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Financial Proposal, its Proposal will be rejected (and EMD forfeited) and the Bidder will be liable for other appropriate action as decided by GoK.

17.7 Evaluation Committee

A Tender Evaluation Committee constituted by the competent authority in CeG, Govt. of Karnataka shall evaluate the tenders.

GoK's Right to accept any bid/ reject any or all bids

GoK reserves the right to accept or reject any bid, and to annul the tender process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for CeG, GoK's action.

18 Award and Contract

18.1 Notification of Award

After evaluation of all accepted proposals by the evaluation committee, CeG/GoK will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has determined as lowest evaluated bid.

Prior to the expiry of the period of bid validity, GoK will notify the successful bidder in writing by registered letter or email or by a Letter of Intent through kppp.karnataka.gov.in portal, that his bid has been accepted. The receipt of acceptance should be sent by the bidder in writing through registered post or through kppp.karnataka.gov.in portal within 7 days.

The notification of award will be followed by signing of MSA within 7 days. Upon signing of the MSA, and after issuing of Purchase Order GoK/CeG will promptly notify each unsuccessful bidder and will discharge the bid security.

18.2 Purchaser's right to vary quantity at time of award

The Purchaser reserves the right at the time of contract award to increase or decrease by up to 25 percent of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

18.3 Purchaser's right to accept any bid & to reject any or all bids

The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

18.4 Signing of Contract/ MSA

As soon as GoK notifies the Successful Bidder, the MSA form in the bid document should be submitted by the bidder, incorporating all changes/clarifications issued by the GoK within 7 days of award.

18.5 Contract Management Module:

CEG has taken the decision to handle Post Tendering activities online using the unified kppp.karnataka.gov.in Platform of the State Government of Karnataka. Bidders shall submit electronic copy of performance bank guarantee, project plan, invoices etc. online in the kppp.karnataka.gov.in platform. The bidders will have the provision to view the status of invoices for all contracts handled

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

online. Selected bidder has to pay transaction fees for using the kppp.karnataka.gov.in platform to handle post tendering activities. The charges for management of contracts vary from Rs. 500 to Rs. 7500 per contract depending on the contract value and the charges for catalogue management vary from Rs. 50 to Rs. 3000 per order, depending on order value.

18.6 Expenses for the Contract

The incidental expenses of execution of agreement / contract shall be borne by the successful bidder.

18.7 Publicity

Any publicity by the bidder in which the name of GoK is to be used, should be done only with the explicit written permission from GoK.

19 Other Clauses

19.1 Corrupt, fraudulent and unethical practices

The Government requires that Tenderers/Suppliers/Contractors observe the highest standards of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:

- a. Defines the purposes of this provision, the terms set forth as follows:
 - (i). "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of contract execution and
 - (ii). "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition:
 - (iii). "Unethical practice" means any activity on the part of bidder, which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc. after opening of first bid will be treated as unethical practice.
- b. Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government financed contract.

19.2 Resolution of disputes

Any dispute arising out of or in connection with this contract or the RFP shall in the first instance be dealt with in accordance with the escalation procedure set forth in Master Services Agreement.

Scope of Dispute Resolution

Except where otherwise provided in the agreement, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the agreement, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the services and deliverables or the execution or failure to execute the same whether arising during the progress of the Project or

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- a. CeG and the Bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract, and if the same is not resolved, any dispute arising out of or in connection with this Agreement or the submitted proposals shall in the first instance be dealt with in accordance with the escalation procedure set forth herein.
- b. Any dispute or difference whatsoever arising between the System Integrator and CeG to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof, which cannot be resolved through the application of the provisions of the-Governance Schedule, shall be dealt in accordance with the provisions set forth herein.
- c. Scope of Dispute Resolution Except where otherwise provided in the Agreement, all questions and disputes relating to this Agreement, inter alia, the meaning of the specifications, design, drawings, and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the agreement, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the services and deliverables or the execution or failure to execute the same whether arising during the progress of the Project or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:
- d. If any dispute arises between CeG and the System Integrator in connection with, or arising out of, the agreement or submitted proposals or the execution of the Project, whether during the execution of the Project or after its completion and whether before or after the repudiation or other termination of the Agreement, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation, the matter in dispute shall, in the first place, be referred to the Secretary/Principal Secretary /Additional Chief Secretary, DPAR (e-Gov) for CONCILIATION.. Either party may refer a dispute to the Secretary/Principal Secretary /Additional Chief Secretary, DPAR (e-Gov), who shall TRY FOR CONCILIATION within 30 days of reference of dispute.
- e. In case conciliation is not possible, parties can approach the Civil Court of competent jurisdiction seeking an appropriate remedy.

The parties mutually agree that the suit proceedings shall be subject to the jurisdiction of Courts of law in Bengaluru, Karnataka, the parties mutually agree that since the agreement/contract would be signed in Bengaluru, they would subject themselves to the jurisdiction of Courts of law in Bengaluru and the contract shall be governed by and interpreted in accordance with laws applicable in Karnataka. The Courts in Bengaluru, Karnataka shall have exclusive jurisdiction in all matters and disputes arising under this RFP.

19.3 Notices

Any queries or other document, which may be given by either Party under this Agreement or RFP or under the SLA, shall be given in writing in person or by pre-paid recorded delivery post or by facsimile transmission or through email to the notified address.

In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

Program Director, KSWAN

Centre for e-Governance

Address: Room No.11,
Ground Floor, Vikas Soudha,
Bangalore, Karnataka-
560001

Vendor:

Address:

Tel:

Fax:

Any notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 10.00 am and 5.00 pm on a working day at the address of the other Party set forth above or if sent by fax, provided the copy of the fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).

Notice can also be given through email address furnished by the bidder. The time of the sent message in the outbox of the sender will be considered to be time of delivery of the message.

Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number and nominated email for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

19.4 Use of Documents and Information

The Supplier shall not, without prior written consent from GoK, disclose/ share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the GoK in connection therewith, to any person other than a person.

Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

The Supplier shall not, without prior written consent of GoK, make use of any document or information made available for the project, except for purposes of performing the Contract.

All project related document (including this bid document) issued by GoK, other than the contract itself, shall remain the property of the GoK and shall be returned (in all copies) to the GoK on completion of the Supplier's performance under the contract if so required by the GoK.

20 Change in the Applicable Law Related to Taxes and Duties

All tax and levies that are required to perform contract shall be borne by the bidder except for statutory GST which will be borne by CEG.

21 Form Templates for Bid Response

The bid submission and all the bidder's communication shall be from the Authorized signatory (authorized by Board of Directors, a copy shall be enclosed).

21.1 Format 1- Bid Letter (in firm/ company letter head) Proposal Covering Letter:

[Date]

To,

Chief Executive Officer, Centre for e-Governance

M.S. Building, Gate # 2

Bangalore – 560001

Telephone – 080 22373840

Dear Sir,

Ref: Request for Proposal (RFP): Procurement of Back-to-back OEM support for the existing CISCO Routers and Switches.

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide best of professional services as required and outlined in the RFP for the Karnataka State Wide Network To meet such requirements and provide such services as required are set out in the RFP.

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake that, if our proposal is accepted, to adhere to the timelines and service levels given in the RFP for various activities.

If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the RFP document issued by a Scheduled Commercial Bank in India, acceptable to CEG, for a sum equivalent to 5% of the total price as quoted in our financial proposal for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of SIX MONTHS from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and CEG.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the CEG is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the CEG as to any material fact.

We agree that you are not bound to accept the lowest or any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the tender response.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We clarify/confirm that we comply with the eligibility requirements as per this RFP

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

It is hereby confirmed that I/ We are entitled to act on behalf of our corporation/ company/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 2024

(Signature)

(In the capacity of)

Having the Power of Attorney & duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

21.2 Format 2- General Information about the Bidder

General Information of the Bidder

Requirements in Technical Bid	Details	Remarks
Name of the Company		
Date of Incorporation (Registration Number & Registering Authority) VAT No., CST No., PAN No.		
Legal Status of the Company in India & Nature of Business in India	Public Ltd Company / Private / Partnership firm	
Address of the Registered Office in India		

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

Date of Commencement of Business		
Address of the office in Bangalore		
Details of the Contact Person	Name: E-mail id: Phone number Fax number	
Web-Site		

Place:

Bidder's signature and seal.

Date:

Name of the Company:

Name of the Project:

21.3 Format 3- Declaration of Acceptance of Terms and Conditions in RFP

(In firm/ company letter head)

To,

The Chief Executive Officer (CEO)

Centre for e-Governance

Gate 2, M.S. Building

Bangalore – 560 001

Sir,

Subject: Request for Proposal (RFP): Procurement of Back-to-back OEM support for the existing CISCO Routers and Switches.

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir,

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

I have carefully gone through the Terms & Conditions contained in the RFP document [No.] regarding Procurement of Back-to-back OEM support for CISCO Routers and Switches for Karnataka State Wide Area Network.

I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration. Attached is the approval from the Board of Directors regarding my Power of Attorney

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

21.4 Format 4- Undertaking on Not Being Black-Listed

This is to certify that << COMPANY NAME >> is not debarred by the Government of Karnataka or any of its agencies for any reasons whatsoever and not debarred by Central / any other State/UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices and not backed out from executing the work after award of the work as on the DD of Month YYYY

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date

Place

21.5 Format 5- Undertaking on Office Premises (in firm/ company letter head)

This is to certify that << COMPANY NAME >> has an office in Bangalore. Relevant address proof is enclosed.

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date

Place

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

21.6 Format 6- Undertaking on litigation(s):

This is to certify that << COMPANY NAME >> is not involved in any major litigation that may affect or compromise the delivery of services as required under this RFP.

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date:

Place:

21.7 Format 7- Certificate of Incorporation and Commencement

Kindly attach Certificate of Incorporation and Certificate of Commencement issued by Registrar of Companies.

21.8 Format 8- Local Presence of Bidder

Sl.No.	Location	Address	Phone/Fax	Sales Reg. No.	Tax	Operational since
1						
2						
3						

21.9 Format 9 – Bidders Annual Turnover

Annual Turnover calculation

(On Applicant's Statutory Auditor's letterhead)

Date:

This is to certify that we M/s----- are the statutory Auditors of M/s----- and that the below mentioned calculations are true as per the Audited Financial Statements of M/s----- for the below mentioned years.

S.No.	Turnover	2021-2022	2022-2023	2023-2024
1	Total turnover			

Note: The bidder is required to enclose the audit financial statements for these three years.

21.10 Format 11 – Bidders Net worth

(On Applicant's Statutory Auditor's letterhead)

Date:

This is to certify that we M/s----- are the statutory Auditors of M/s----- and that the below mentioned calculations are true as per the Audited Financial Statements of M/s----- for the below mentioned years

Sl. No.	Net worth	2021-2022	2022-2023	2023-2024
1	Net worth			

Note: The bidder is required to enclose the audit financial statements for these three years.

21.11 Format 12 – Project Execution Experience of company (Capability Statement)

Name of (Company/Resource):

Sl. No.	Item	Details		
General Information				
1	Customer Name/ Government Department			
2	Details of Contact Person Name: Designation: Email: Phone: Fax: Mailing Address:			
Project Details				
3	Name of the project			
4	Government/Non- Government			
5	Start Date/End Date			
6	Current Status (work in progress, completed)			
7	Contract Tenure			
8	Geographical Coverage (No. of office locations the project covers)			
9		Sl. No.	Activity	Effort

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

	Effort involved in person-months in each phase with average/peak number of resources deployed in each phase			
Size of the project				
10	Order Value of the project (in lakhs)			
11	Please provide copies of Work Order & Certificate of Completion for completed projects from the customer			
Brief description of scope of project (Highlight the Key Result Areas expected and achieved)				

I, the undersigned, certify that to the best of my knowledge and belief, this citation correctly describes the project related details mentioned above and the entire software development exercise was done using our own staff deployed under our payroll. That the project mentioned above meets all requirements detailed in the relevant sections of the Qualification Criteria. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature of Authorized Signatory:

Date:

Note: Bidders are required to submit the citations in the above format in all the areas as mentioned in Evaluation criteria.

21.12 Format 13 BoM and Compliance

Sl. No.	Description	Quantity in Nos.	Compliance
			Yes/ No
1.	Back-to-back OEM support for CISCO-ASR1013 Routers	2	
2.	Back-to-back OEM support for WS-C6509-E Switches	2	
3	Back-to-back OEM support for CISCO-ASR1002X Routers	6	
4	Back-to-back OEM support for CISCO ASR1006 Routers	2	
5	Back-to-back OEM support for CISCO WS-C2960XR-48LPS-I Switch	28	

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

6	Back-to-back OEM support for CISCO 4351 Routers	147	
7	Back-to-back OEM support for CISCO WS-C2960X-48LPS-L Switch	80	
8	Back-to-back OEM support for CISCO WS-C2960X-24PS-L Switch	79	
9	Back-to-back OEM support for CISCO 1121-4P Routers	26	
10	Back-to-back OEM support for Cisco 1111- 8P Routers	2033	
11	Back-to-back OEM support for CISCO 1121-8LTEP Routers	2200	
12	Back-to-back OEM support for CISCO 1121-8P Routers	625	

21.13 Format 14 OEM Authorization Form (MAF)

MAF (Manufacturer Authorization Form)

To
The Chief Executive Officer,
Centre for e-Governance
Room 146A, Gate 2, MS Building
Bangalore-560 001

Dear Sir,

Sub: Authorization letter for tender number Ref: xxxxxxxxxdated:xxxxxx

This is with reference to above subject of Extended Back-to-back OEM support for CISCO Routers and Switches.

We would like to authorize M/s..... who is a business associate/partner of <OEM> in India to participate in the above tender, and execute the same if awarded.

We hereby extend our full warranty for 5 (5) years, as per tender clauses for the items offered for supply by the above firm against this tender.

Yours Faithfully,
for "Company Name"
"Name of the person"
& "Designation"

21.14 Format 15 - Commercial Bid Format

Back-to-back OEM support					
SL No	Description of Supply	Quantity in Nos.	No. of months OEM support required	Unit Price per month (Incl. GST) in Rs.	Total Price (Incl. GST) in Rs.
1	Core Router A (C1-ASR1013/K9)	2	14	₹ 0	₹ 0
2	Core Router B (ASR1006)	2	37	₹ 0	₹ 0
3	Router Reflector (C1-ASR1002-X/K9)	6	23	₹ 0	₹ 0
4	Core Switch (WS-C6509-E)	2	2	₹ 0	₹ 0
5	DCR Switch (WS-C2960XR-48LPS-I)	28	29	₹ 0	₹ 0
6	TCR Router (C1-CISCO4351/K9)	165	37	₹ 0	₹ 0
7	TCR Switch (WS-C2960X-48LPS-L)	80	17	₹ 0	₹ 0
8	TCR Switch (WS-C2960X-24PS-L)	79	17	₹ 0	₹ 0
9	Branch Router (C1121X-4P)	26	62	₹ 0	₹ 0
10	Branch Router L1 (C1111-8P)	546	62	₹ 0	₹ 0

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

11	Branch Router L2 (C1111-8P)	284	58	₹ 0	₹ 0
12	Branch Router L3 (C1111-8P)	502	56	₹ 0	₹ 0
13	Branch Router L4 (C1111-8P)	83	55	₹ 0	₹ 0
14	Branch Router L5 (C1111-8P)	540	53	₹ 0	₹ 0
15	Branch Router L6 (C1111-8P)	26	46	₹ 0	₹ 0
16	Branch Router L7 (C1111-8P)	6	41	₹ 0	₹ 0
17	Branch Router L8 (C1111-8P)	46	38	₹ 0	₹ 0
18	Branch Router L1 (C1121X-8PLTEP)	155	42	₹ 0	₹ 0
19	Branch Router L2 (C1121X-8PLTEP)	37	41	₹ 0	₹ 0
20	Branch Router L3 (C1121X-8PLTEP)	500	33	₹ 0	₹ 0
21	Branch Router L4 (C1121X-8PLTEP)	8	31	₹ 0	₹ 0
22	Branch Router L5 (C1121X-8PLTEP)	500	26	₹ 0	₹ 0
23	Branch Router L6 (C1121X-8PLTEP)	1000	25	₹ 0	₹ 0

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

24	Branch Router L1 (C1121X-8P)	500	6	₹ 0	₹ 0
25	Branch Router L2 (C1121X-8P)	125	4	₹ 0	₹ 0
The total cost in Rs. (inclusive of GST)					₹ 0

Note:

- Rate of GST Prevailing as on date of Publication of tender only to be taken into consideration, for evaluation purpose. However, the actual payment will be in accordance with GST prevailing on the date of invoice in the event of any change in GST in the intervening period.
- Price bid should be quoted only in e-portal and the above information is for reference purpose.
- CeG reserves the right to purchase quantity +/- 25% as per KTPP ACT provisions.
- With reference to the commercial bid format, OEM back-to-back support is sought for the different periods depending on the end of life (EoL) of the equipment. Since the EoL for item no. 4 of the commercial bid is attaining EoL on 30th October 2025. The successful bidder shall provide OEM back-to-back support beyond EoL to the extent of 6 Months to 12 Months with the consent of OEM, and the terms and conditions are applicable as mentioned in this RFP. However, In such instances, a separate Purchase Order shall be issued, and the bidder has to Extended Bank Guarantee and Master Service Agreement to the extent of additional PO.

22 DRAFT Contract Master Services Agreement

CONTRACT FORM

THIS AGREEMENT is made on this ____ day of _____ 2025, between Center for e-Governance (CeG) on behalf of Government of Karnataka (hereinafter called “the Purchaser”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the one part, and M/s (hereinafter called “the Bidder”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the other part.

WHEREAS the Purchaser had invited bids for Procurement of Back-to-back OEM support for existing KSWAN 2.0 Routers and Switches for a period of five year at KSWAN, viz., Tender No, dated.....

AND WHEREAS the Purchaser has accepted the Bid by the bidder for Back-to-back OEM support for for existing KSWAN 2.0 Routers and Switches for a period of five year at KSWAN, as per the commercial bid enclosed in Annexure V and in pursuance of having accepted the said bid the parties have agreed to enter into this agreement.

The value of this contract is Rs..... with applicable GST for a period of five year.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to. The term RFP shall refer to Request for Proposal document in Tender No., published in kppp.karnataka.gov.in Portal, <https://kppp.karnataka.gov.in/>, on, also with Corrigendum, Clarification, issued against this RFP.
2. The following documents (collectively referred to as “Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. The General Conditions of Contract;
 - b. The Special Conditions of Contract;
 - c. Annexures
3. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a. Annexure I – REQUEST FOR PROPOSAL (RFP).
 - b. Annexure II –Corrigendum to REQUEST FOR PROPOSAL (RFP).
 - c. Annexure III – Clarifications by Purchaser to the tender pre-bid queries of the bidders.
 - d. Annexure IV – Technical Proposal submitted by the Bidder as submitted on the kppp.karnataka.gov.in Portal & clarifications submitted by the bidder on its technical proposal if any.
 - e. Annexure V – Financial Proposal submitted by the Bidder as submitted on the <https://kppp.karnataka.gov.in/>
 - f. Annexure VI - Letter of Intent issued by CeG vide reference Nodated
4. The mutual rights and obligations of the Purchaser and the Bidder shall be as set forth in the Contract, in particular:
 - a. The Bidder shall carry out the Services in accordance with the provisions of the Contract; and
 - b. The Purchaser shall make payments to the Bidder in accordance with the provisions of the Contract.

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

5. The date of commencement of the contract is effective from the Date of Signing of Agreement which has been explicitly agreed to by both the parties to this contract.

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

For and on behalf of Center for e-Governance, Government of Karnataka

Program Director, KSWAN

[Authorized Representative]

1. GENERAL CONDITIONS OF CONTRACT

1.1. GENERAL PROVISIONS

1.1.1 Definitions

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

- a) "Applicable Law" means the laws and any other instruments having the force of law in India.
- b) "Purchaser" means the entity purchasing the services under this Contract
- c) "Contract" means the Agreement entered into between the Purchaser and the Bidder, together with the contract documents referred to therein, including all the attachments, appendices, annexure, and all documents incorporated by reference therein
- d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause GC 7, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract
- e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- f) "GC" means these General Conditions of Contract.
- g) "Government" means the Government of India/Government of Karnataka as applicable.
- h) "Bidder" means any private or public entity that will provide the Services to the Purchaser under the Contract.
- i) "Party" means the Purchaser or the Bidder, as the case may be, and "Parties" means both of them.
- j) "Personnel" means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.
- k) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- l) "Services" means the work to be performed by the Bidder pursuant to this Contract.
- m) "Bidder" means the entity bidding for the services under the Contract.
- n) "In writing" means communicated in written form with proof of receipt.
- o) "CeG" means Centre for e-Governance.
- p) "GoK" means Government of Karnataka.

1.1.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Purchaser and the Bidder. The Bidder, subject

to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.1.3 Law Governing Contract

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

1.1.4 Language

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

1.1.5 Notices

- a. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- b. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.1.6 Location

The Services shall be performed at the State Control Room, #11, Vikas Soudha, Bangalore, Government of Karnataka and across the state of Karnataka.

1.1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the Bidder may be taken or executed by the officials specified in the SC.

1.1.8 Taxes and Duties

The Bidder and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India.

The Purchaser shall not separately make any payments towards payment of taxes to be borne by the Bidders i.e., besides the all-inclusive contract price quoted by the supplier in response to RFP/tender No _____ except the applicable GST which shall be paid on actuals.

1.1.9 Fraud and Corruption

Definitions

It is the Purchaser's policy to require that the Purchaser as well as Bidders observe the highest standard of ethics during the selection and execution of such contracts. The Purchaser also requires that the Bidder does not demand any service charges from the Resident unless the same is agreed with the Purchaser in advance. In pursuance of this policy, the Purchaser: defines, for the purpose of this provision, the terms set forth below as follows:

- I. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- II. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the Purchaser; and includes collusive practice among bidders, prior to or after bid submission, designed to establish bid prices at artificially high or Non-competitive levels and to deprive the Purchaser of the benefits of free and open competition

- III. “collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, Noncompetitive levels;
- IV. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
“unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;

Measures to be taken by the Purchaser

- a. The Purchaser may terminate the contract if it determines at any time that representatives of the Bidder were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Bidder having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;
- b. The Purchaser may also sanction against the Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder as, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract.

Commissions and Fees

The Purchaser will require the successful Bidder to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

Interpretation

In this Contract, unless a contrary intention is evident:

- a. the clause headings are for convenient reference only and do not form part of this Contract;
- b. unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- c. 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;
- d. a word in the singular includes the plural and a word in the plural includes the singular;
- e. a word importing a gender includes any other gender;
- f. a reference to a person includes a partnership and a body corporate;
- g. a reference to legislation includes legislation repealing, replacing or amending that legislation;
- h. 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 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect from the date of signing of Agreement by both the parties

2.2 Termination of Contract

Notwithstanding the duration of the contract stated in the GC 2.4, the Purchaser, without prejudice or liability, reserves the right to terminate the contract for the reasons mentioned vide para 4.1 of this contract.

2.3 Commencement of Services

The Bidder shall begin carrying out the Services as specified in the SC.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.2 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations

- a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- b) In cases of substantial modifications or variations, the prior written consent of the Purchaser is required.

3 Force Majeure

3.1 Definition

- a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the Non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

3.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

3.3 Measures to be taken

- a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the Purchaser, shall either:
 - i. Demobilize or
 - ii. Continue with the Services to the extent possible, in which case the Bidder shall continue to be paid proportionately and on prorated basis, under the terms of this Contract.
- e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 9.
- f) When the situation arising out of Force Majeure comes to an end in the assessment of the Purchaser, the Bidder shall resume normal activities under this agreement immediately. If the Purchaser considers it necessary, may grant an extension of time to the Bidder for resuming normal activities under this agreement. If the Bidder does not resume normal activities immediately or within the extended period, if any, granted by the purchaser, the Purchaser will have the option to invoke the Performance Guarantee, levy liquidated damages, obtain substitute performance from an alternate Bidder at the cost of the Bidder and / or terminate this Agreement.
- g) Notwithstanding the terms of this Article, the failure on the part of the Bidder to implement any disaster contingency planning, insurance coverage and back up and other data safeguards in accordance with the terms of the RFP or this agreement against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.

3.4 Suspension

"The Purchaser may, by written notice of suspension to the Bidder, suspend all payments to the Bidder/Consortium member hereunder if the Bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Bidder to remedy such failure, if

capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension as defined by CeG"

CeG reserves the right to apply penalties for failure by the Bidder in adherence to the SLAs.

4 Termination

4.1 By the Purchaser

The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) to (k) of this Clause GC 4.1.

In such an occurrence the Purchaser shall give a not less than Fifteen (15) days written notice of termination to the Bidder in the case of the event referred to in (a) to (j), Sixty (60) days written notice of termination to the Bidder in the case of the event referred to in (k), and Thirty (30) days in the case of the event referred to in (l).

- (a) If the Bidder does not remedy a failure in the performance of their obligations under the Contract, within the time period specified after being notified by CeG or within any further period as the Purchaser may have subsequently approved in writing.
- (b) If the Bidder becomes Insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Bidder are unable to perform a material portion of the Services for a period of not less than Thirty (30) days.
- (e) If the Bidder submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.
- (f) If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.
- (g) If the Bidder fails to provide the quality services as envisaged under this Contract. The Purchaser may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Purchaser may decide to give one chance to the Bidder to improve the quality of the services.
- (h) If the Bidder has been black listed.
- (i) If the Bidder fails to fulfill its obligation under clause GC 5.1.4 hereof.
- (j) If the Bidder fails to comply with any final decision reached as a result of dispute of resolution proceedings pursuant to Clause GC 9 hereof.
- (k) Termination for Convenience:
 - (i) The purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective
 - (ii) The goods/work that are complete and ready for shipment/delivery/go-live within 30 days after the supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining part, the Purchaser may elect:

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

- 1) To have any portion completed and delivered at the Contract terms and prices; and/or
- 2) To cancel the remainder and pay the Supplier an agreed amount of partially completed Goods and for materials and parts previously procured by the Supplier.

If the Purchaser in its sole discretion and for any reason whatsoever decides to terminate this contract

In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause GC Clause 4.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Bidder shall be liable to the Purchaser for any additional costs for such similar services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

Where a change of management of the Bidder has occurred where by the Bidder company has merged, amalgamated or been taken over due to which the majority shareholding of the Bidder has been transferred to another entity and in case requirement of the Bidder set out in the RFP are not complied with, the Purchaser can by giving 15 (Fifteen) days written notice, can terminate this agreement and such notice shall become effective at the end of the notice period.

4.2 By the Bidder

The Bidders may terminate this Contract, by not less than Sixty (60) days' written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in paragraphs(a)through(d) of this Clause GC 4.2:

- (a) If the Purchaser fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within Sixty (60) days after receiving written notice from the Bidder that such payment is overdue.
- (b) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Purchaser fails to comply with any final decision reached as a result of dispute of resolution pursuant to Clause GC 9 hereof.
- (d) If the purchaser is in material breach of its obligations pursuant to this contract and has not remedied the same within forty-five (45) days (or such longer period as the supplier may have subsequently approved in writing) following the receipt by the purchased of the supplier's notice specifying such breach.

4.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 4 hereof, or upon expiration of this Contract pursuant to Clause GC2 2.4 hereof, all rights and obligations of the Parties hereunder shall cease except, (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 5.1.3 and GC 5.1.4 hereof, (iii) the Bidder's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 5.1.5 hereof, and (iv) any right which a Party may have under the Law (v) Liability arising out of any legal condition specified in the RFP Annexed/Contract.

4.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 4.1 or GC 4.2 hereof, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall

make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the Bidder and equipment and materials furnished by the Purchaser, the Bidder shall proceed as provided, respectively, by Clauses GC 5.1.8 or GC 5.1.9.

4.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 4.1 or GC 4.2, the Purchaser shall make the following payments to the Supplier:

(a) If the Contract is terminated pursuant to Clause GC 4.1 (d), (g), (i), (k) or 4.2, remuneration pursuant to Clause GC 7.2(c) here of for Services satisfactorily performed prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause GC 4.1 (a) to (c), (e), (f), (h), (j) the Supplier shall not be entitled to receive any agreed payments upon termination of the contract. However, the Purchaser may consider making payment for the part satisfactorily performed on the basis of Quantum Meruit as assessed by it, if such part is of economic utility to the Purchaser. Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause GC 10 of this agreement. The Supplier will be required to pay any such liquidated damages to the Purchaser within 30 days of the termination date.

4.6 Extension of Contract

The contract with the Bidder shall be valid for 5 years from the date of signing of the Contract by both parties. Extension of the contract for a further period as required by the purchaser will be based on mutual agreement on the existing terms and conditions for a period of one year from the date of expiry of the contract.

5 OBLIGATIONS OF THE SUPPLIER

5.1 General

5.1.1 Standard of Performance

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

5.1.2 Suppliers Not to Benefit from Commissions, Discounts, etc.

a) The payment of the Bidder pursuant to Clause GC 7 shall constitute the Bidder's only payment in connection with this Contractor the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional payment.

5.1.3 Prohibition of Conflicting Activities

The Bidder shall not engage, and shall cause their Personnel as well as and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

- a. The Bidder shall keep safe, secure and confidential and protect from unauthorized access, loss or damage all information, and all documents, data and information of any nature collected in the course of execution of the project.
- b. The Bidder shall not store, copy, publish, print, interfere, tamper with or manipulate the information collected in the course of the project.

The Bidder shall not give access to the information or data collected in the course of project to any person who is not authorized to handle the information or the data. The information should only be given to personnel authorized by the Purchaser and only retransmitted in the manner prescribed by the Purchaser.

5.1.4 General Confidentiality

Except with the prior written consent of the Purchaser, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

5.1.5 Insurance to be taken by the Supplier

The Supplier (a) shall take and maintain, at their own cost but on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverage, as shall be specified in the SC; and

- (b) at the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums have been paid.

5.1.6 Accounting, Inspection and Auditing

- (a) The Bidder(i) shall keep accurate and systematic accounts and records in respect of the Services here under, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases there of, and(ii)shall periodically permit the Purchaser or its designated representative and/or the Purchaser, and up to five years from expiration or termination of this Contract, to inspect the same and make copies there of as well as to have them audited by auditors appointed by the Purchaser or the Purchaser, if so required by the Purchaser or the Purchaser as the case may be.
- (b) The Purchaser shall have the right to carry out inspection checks, audits of the Bidder's premises and/ or locations, facilities, or point of delivery of services performed under this contract.
- (c) The Purchaser shall have the right to carry out scheduled/ un- scheduled visits to any of the locations, manned by the Bidder and oversee the processes and operations of the Bidder
- (d) The Bidder shall provide to the purchaser reasonable access to employees, Bidders, agents etc., reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The Bidder shall make every reasonable effort to cooperate with the purchaser.
- (e) Notwithstanding anything to the contrary internal cost records and books of accounts of the Bidder will not be subject to any audit.

5.1.7 Sub- contracting

The Bidder shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract.

The Bidder should take the consent of purchaser for the works that he/she want to subcontract.

5.1.8 Reporting Obligations

(a) The Bidder shall submit to the Purchaser the reports and documents specified in RFP and corrigendum hereto, in the form, in the numbers and within the time periods set forth in the said Annexures

5.1.9 Rights of Use

(a) All rights of use of any process, product, service, or data developed, generated, or collected, or any other task performed by the Bidder under the execution of the contract, would lie exclusively with the Purchaser or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Bidder shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favor of the Purchaser or its nominated agencies.

5.1.10 Equipment, Vehicles and Materials provided by the Purchaser

Equipment, vehicles and materials made available to the Bidder by the Purchaser, or purchased by the Bidder wholly or partly with funds provided by the Purchaser, shall be the property of the Purchaser and shall be marked accordingly. Upon termination or expiration of this Contract, the Bidder shall make available to the Purchaser an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Purchaser's instructions. While in possession of such equipment, vehicles and materials, the Bidder, unless otherwise instructed by the Purchaser in writing, shall insure them at the expense of the Purchaser to an amount equal to their full replacement value.

5.1.11 Equipment and Materials Provided by the Bidders

Equipment or materials brought into India by the Bidder and the Personnel and used either for the Project or personal use shall remain the property of the Bidder or the Personnel concerned, as applicable.

5.1.12 Intellectual Property Rights (IPR)

For the purpose of this contract, "Intellectual Property" shall mean any and all inventions, designs, methods, modifications, improvements, processes, algorithms, databases, computer programs, techniques, trade secrets, graphics and images and audio or visual works and other works of authorship whether or not patentable or copyrightable; and includes all related trademarks and trademark applications, copyrights and copyright applications and other intellectual property rights.

The parties agree that the Intellectual Property in all outputs, deliverables, data and reports developed during the execution of this contract shall remain the sole exclusive property of the Purchaser. During the term of the Contract, any Intellectual Property created by the Bidder in the course of provision of Services to the Purchaser shall be the sole exclusive property of the Purchaser and the Bidder shall assign and transfer all such Intellectual Property to the Purchaser. The Bidder shall execute such documentation that may be required to make good the title of the Purchaser to the Intellectual Property.

5.1.13 Assignment

The Bidder shall not assign, in whole or in part, their obligations under this Contract

6. OBLIGATIONS OF THE PURCHASER

6.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Purchaser shall use its best efforts to ensure that the Government shall:

(a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

- (b) Provide to the Bidder and Personnel any such other assistance as may be specified in the SC.

6.2 Change in the Applicable Law Related to Taxes and Duties

Increase or Decrease in taxes on account of any change in the applicable Laws of India with respect to Taxes which are directly payable by the Third-Party Auditor for providing the services i.e. any such applicable tax from time to time shall be borne by bidder with exception to GST. The Purchaser will bear the applicable GST as per applicable rates from time-to-time.

Any changes in the tax component/structure shall be accommodated and adhered to by both parties as per the directions & directives mandated by Central/State Government. Any increase in the taxes & duties will be paid by CeG. If there is any reduction in taxes and duties the same shall be availed and passed on to CeG.

6.3 Services, Facilities and Property of the Purchaser

- (a) The Purchaser shall make available to the Bidder and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property.
- (b) In case that such services, facilities and property shall not be made available to the Bidder, the Parties shall agree on any time extension that it may be appropriate to grant to the Bidder for the performance of the Services.

6.4 Payment

In consideration of the Services performed by Bidder under this Contract, the Purchaser shall make to the Bidder such payments and in such manner as is provided by Clause GC 7 of this Contract.

6.5 Counterpart Personnel

If necessary, the Purchaser shall make available to the Bidder free of charge such professional and support counterpart personnel, to be nominated by the Purchaser with the Bidder's advice, as specified in the RFP and Corrigendum to the RFP annexed with this contract.

7 PAYMENTS TO THE BIDDER

7.1 Total Cost of Services

- a. The total cost of the Services payable is set forth in Commercial proposal read with Letter of Intent as per the Bidder's proposal to the Purchaser and as negotiated thereafter.
- b. Payments under this Contract shall not exceed the amount specified in Letter of Intent to this contract.
- c. For additional services as required by the purchaser beyond the defined scope as defined in this RFP, payments will be made by the purchaser as per the Change Schedule described in this RFP Currency of Payment.

All payments shall be made in Indian Rupees

7.2 Terms of Payment

The payments in respect of the Services shall be made as follows:

- (a) The Bidder shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work-related milestones achieved and as per the specified percentage as per SC.
- (b) All payments under this Contract shall be made to the accounts of the Bidder specified in the SC.
- (c) In case of early termination of the contract, the payment shall be made to the Bidder as mentioned herewith:

Assessment should be made about work done from the previous payment period, for which the payment is made or to be made till the date of the termination. The Bidder shall provide the details of the services performed during this period with supporting documents. CeG will evaluate the details submitted and make payments as appropriate.

8 GOOD FAITH

8.1 Good Faith

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

8.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties here by agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to dispute of resolution in accordance with Clause GC 9 hereof.

9 RESOLUTION OF DISPUTES

9.1 Amicable Settlement

Performance of the contract is governed by the terms and conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The party receiving the Notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 30 days following the response of that party, clause GC 9.2 shall become applicable.

9.2 Dispute Resolution Mechanism

- a) CeG and the Bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract, and if the same is not resolved, any dispute arising out of or in connection with this Agreement or the submitted proposals shall in the first instance be dealt with in accordance with the escalation procedure set forth herein.
- b) Any dispute or difference whatsoever arising between the System Integrator and CeG to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof, which cannot be resolved through the application of the provisions of the-Governance Schedule, shall be dealt in accordance with the provisions set forth herein.
- c) Scope of Dispute Resolution Except where otherwise provided in the Agreement, all questions and disputes relating to this Agreement, inter alia, the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the agreement, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the services and deliverables or the execution or failure to execute the same whether arising

during the progress of the Project or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- d) If any dispute arises between CeG and the System Integrator in connection with, or arising out of, the agreement or submitted proposals or the execution of the Project, whether during the execution of the Project or after its completion and whether before or after the repudiation or other termination of the Agreement, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation, the matter in dispute shall, in the first place, be referred to the Secretary/Principal Secretary /Additional Chief Secretary, DPAR (e-Gov) for CONCILIATION.. Either party may refer a dispute to the Secretary/Principal Secretary /Additional Chief Secretary, DPAR (e-Gov), who shall TRY FOR CONCILIATION within 30 days of reference of dispute.
- e) In case conciliation is not possible, parties can approach the Civil Court of competent jurisdiction seeking an appropriate remedy.
- f) The parties mutually agree that the suit proceedings shall be subject to the jurisdiction of Courts of law in Bengaluru, Karnataka, the parties mutually agree that since the agreement/contract would be signed in Bengaluru, they would subject themselves to the jurisdiction of Courts of law in Bengaluru and the contract shall be governed by and interpreted in accordance with laws applicable in Karnataka. The Courts in Bengaluru, Karnataka shall have exclusive jurisdiction in all matters and disputes arising under this RFP.

10 LIQUIDATED DAMAGES

Except for event of Force Majeure, if the supplier fails to deliver any or all of the Goods or to perform the services within the period(s) specified in RFP, the purchaser shall, without prejudice to its other remedies under the contract deduct from the contract price, as liquidated damages, a sum as per SLA penalty provisions in RFP, up to a maximum deduction of 10% of contract price. Once the maximum is reached, the purchaser may consider termination of contract pursuant to Termination Clause of GCC 2.2.

11 ADHERENCE TO RULES & REGULATIONS

11.1 Adherence to Safety Procedures, Rules, Regulations, & Restrictions

- (a) The Bidder shall comply with the provisions of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the Bidder shall abide by these laws.
- (b) Access to the datacenter / data processing sites and Purchaser's locations shall be restricted to only essential personnel belonging to the Bidder who are genuinely required for execution of work or for carrying out management/maintenance who have been explicitly authorized by the Purchaser. The Bidder shall maintain a log of all activities carried out by each of its personnel.
- (c) The Bidder shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Bidder shall adhere to all security requirement/regulations of the Purchaser during the execution of the work.

- (d) The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations
- (e) The Bidder shall at all times indemnify and keep indemnified the Purchaser for any situation arising out of this clause while providing its services under the Project
- (f) The Bidder shall take all measures to ensure compliance with all applicable laws and shall ensure that the personnel are aware of consequences of Non-compliance or violation of laws including Information Technology Act, 2000, and its subsequent amendment.

12 LIABILITY

12.1 Limitation of Liability

Except in case of gross negligence, criminal negligence or willful misconduct, and in the case of infringement:

- (a) The Supplier shall not be liable to the Purchaser, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to the Purchaser; and
- (b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any liability for damages arising from (a) willful misconduct or (b) indemnification against third party claims for infringement (c) or tortious liability arising out of willful misconduct or gross negligence or (d) death
- (c) Liability arising out of any legal conditions shall survive the term (i.e., termination/expiry) of the contract

13 MISCELLANEOUS PROVISIONS

13.1 Miscellaneous Provisions

- (i) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (ii) The Bidder shall notify the Purchaser of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iii) The Bidder shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (iv) The Bidder shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Bidder
- (v) The Bidder shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Bidder, in respect of wages, salaries, remuneration, compensation or the like.
- (vi) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (vii) All goods and services provided to the Purchaser by Bidder are subject to Country and Karnataka public disclosure laws such as RTI etc.

- (viii) The Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract without a written consent from the Purchaser

14 Exit Management:

1. The Bidder shall provide to the Purchaser with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, the Operation and Management, SLA and scope of work.
 - (a) A detailed program of the transfer process that could be used in conjunction with a Replacement Agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
 - (b) Plans for communication with such of the Bidder's staff, customers and any related third party as are necessary to avoid any material detrimental impact on Purchaser's operations as a result of undertaking the transfer; and
 - (c) Plans for provision of contingent support to CeG or its nominated agencies, and Replacement Agency for a reasonable period after transfer for the purposes of providing service for replacing the Services.
2. Exit Management Plan shall be presented by the Bidder to and approved by the Purchaser.
3. In the event of termination or expiry of the contract each Party shall comply with the Exit Management Plan.
4. During the exit management period, the Bidder shall use its best efforts to deliver the services.
5. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause, and subject to the SLAs defined in Annexure I.
6. This Exit Management plan shall be furnished in writing to the Purchaser within 30days from date of signing of the contract.
7. During the exit management period the Bidder will allow Purchaser access to information reasonably required defining the current mode of operation associated with the provision of the services to enable Purchaser to assess the existing services being delivered.
8. The Bidder shall provide all such information as may reasonably be necessary to affect as seamless a handover as practicable in the circumstances to the Purchaser/ replacement Agency and which the Bidder has in its possession or control at any time during the exit management period.
9. All information (including but not limited to documents, records and agreements) in digital and/ or paper form relating to the services reasonably necessary to enable the Purchaser and its nominated replacement agencies to carry out due diligence in order to transition the provision of the Services to Purchaser or its nominated replacement agencies, (as the case may be) must be maintained by the Purchaser from commencement of the project services.

15 RISK PURCHASE CLAUSE

The purchaser at his option will be entitled to terminate the contract and to get the services elsewhere at the risk and cost of the Bidder either the whole of the Services or any part which the Bidder has failed to deliver the services within the time stipulated. The Bidder shall be liable

for any loss (difference in rates quoted by the successful bidder and that procured by CeG) which the Purchaser may sustain by reason of such risk purchases.

16 SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause: 1.1.5

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

The address is:

Purchaser: Centre for e-Governance, Represented by Authorized representative

Address: Center for e-Governance, DPAR (e-Governance),

MS Building, Room no 146, Gate -2,

Bengaluru - 560 001, Karnataka

Telephone: 080 22373826

Fax: 080 2237 3841

E-mail: ceoceg@karnataka.gov.in; pdkswan@karnataka.gov.in

Bidder:

Address:

Telephone:

Fax:

E-mail:

Number of GC Clause: 1.1.6

The Authorized Representatives are:

For the Purchaser: Program Director, KSWAN

For the Bidder:

Number of GC Clause 2.2

The effective date of the Contract: Date of signing of Agreement by both the parties

Number of GC Clause: 2.3

The date for the commencement of Services: Date of signing of Agreement by both the parties

Number of GC Clause: 2.4

The time period shall be: As per RFP

Number of GC Clause: 7.1

The amount is in Indian Rupees (INR).

Number of GC Clause: 7.2

General terms and conditions of Payment Schedule

1. The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs. The performance evaluation and SLA of the Bidder will be done as per the SLA criteria defined in the RFP.
2. Bidder shall obtain sign-off for each milestone completed from the Purchaser and raise an invoice as per the payment terms specified in the RFP.
3. Eligible Payments against an invoice submitted (accompanied with all requisite documents) shall be released within 60 days of submission of the invoice.
4. Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the Purchaser, any work done or supply made or

Procurement of back-to-back OEM support for existing KSWAN 2.0 Routers and Switches

service rendered by Bidder is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold whole or a reasonable portion of the payments due to the Bidder, till such service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/right of the purchaser under this contract.

5. All payments under this Contract shall be made to the account of the Bidder.
6. The payment to the Bidder shall be processed as per terms of payment specified in the RFP and corrigendum to RFP.

Payment Schedule

The payment to the Bidder shall be made as per the payment terms specified in the RFP, corrigendum to RFP and clarifications issued by CeG.

Number of GC Clause: 9.2(a)

Secretary/Principal Secretary/Additional Chief Secretary (e-Gov), GoK.

Number of GC Clause: 9.2(b)

The dispute resolution shall take place in Bengaluru in India.

Number of GC Clause: 10

LIQUIDATED DAMAGES

Discretionary Power:

Chairman, CeG has the power to waive off penalty, either in part or full or extend the timelines, at their own discretion under certain conditions, for example when the delay is not attributed to the successful bidder of this RFP.

-----END of "Procurement Back-to-back OEM support for CISCO Routers and Switches" -----