



BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED
(Wholly owned Government of Karnataka Undertaking)
(CIN-U04010KA2002SGC030438)

E-Mail:gmit@bescom.co.in

No: BESCOM/GM (ICT & MIS)/DGM(IT-3)/2024-25/ 6620-4)

Office of the
General Manager(ICT&MIS),
5th Floor, Belaku Bhavana,
K.R.Circle,
Bengaluru-560 001

Date: **26 MAR 2025**

Contract Order No: B-1426

To,

M/s Connectivity IT Solutions Pvt Ltd.
No. 1877, 1st Floor, 31st Cross,
10th Main, Banashankari 2nd Stage,
Bengaluru – 560070.

Sir,

Sub: **Managed Network Service Provider for BESCOM**

Lot1: MPLS Based Network Services and Lot2: M2M SIM Based Network Service

Ref: 1) Enquiry No. BESCOM/2024-25/SE0222, dated: 20.11.2024.
2) Technical Bid opened on 10.12.2024.
3) TSC Meeting Proceeding dated 17.12.2024.
4) Price bid opened on 19.12.2024.
5) Negotiation in KPP portal on 20.12.2024
6) 134th BOD meeting dated: 24.12.2024 and its resolution dated: 31.12.2024 & 30.01.2025
7) Price breakup dated: 02.01.2025.
8) KPP Portal LOI no: BESCOM/2024-25/LOI86
9) LOI issued vide letter No: BESCOM/GM(ICT&MIS)/DGM(IT-3)/2024-25/5367-91 dated 18.01.2025
10) Your acceptance to LOI vide letter dated 28.01.2025
11) The Bank guarantee submitted for value of Rs 2,84,01,900/- vide Bank Guarantee No: OGT0018250000929, dated: 28.01.2025 issued by The Indusland Bank Ltd, Mumbai-400059 valid up to 30.05.2030.
12) Contract Agreement executed with BESCOM 12.03.2025.
13) Tripartite Agreement with Associated ISP – M/s Bharti Airtel Limited and executed with BESCOM 12.03.2025.
14) Tripartite Agreement with Associated ISP – M/s Tata Teleservices Limited and executed with BESCOM 12.03.2025.
15) Non-Disclosure Agreement executed on 12.03.2025.

BESCOM is pleased to issue this contract order on you in continuation with the Letter of Intent(LOI) issued vide this office letter cited under ref (9) for Managed Network Service Provider for all ESCOMs

of Karnataka i.e. Lot1: MPLS Based Network Services and Lot2: M2M SIM Based Network Service, on the terms and conditions stipulated in this office vide tender enquiry cited under ref(1).

These shall be binding on you in respect of this contract and no conditions or stipulations to the contrary or inconsistent will be applicable. You have already submitted unconditional acceptance to the rates, Terms and Conditions, responding to BESCOM's RFP issued vide ref (1). As per the tripartite agreement, M/s Bharti Airtel Limited and M/s Tata Teleservices Limited are indicated as Associated ISPs for execution of this Contract Order vide tripartite agreement vide ref(13) and ref(14) respectively.

1. Scope of Work

BESCOM is seeking Managed Network Service Provider for delivering links to various BESCOM branch offices across Karnataka, IPDS DC & DR (on premise/cloud DC and cloud DR) and ERP DC & DR (on cloud DC and cloud DR). The network links/services will be utilized for IPDS, ERP and any other projects. The activities to be performed are detailed below.

LOT1: MPLS based Network services.

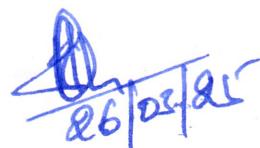
- Primary and Secondary Multiprotocol Label Switching (MPLS) links for DC at HSR Bangalore.
- Primary and Secondary Internet Leased Lines (ILL) links for DC at HSR Bangalore.
- Primary and Secondary Multiprotocol label Switching (MPLS) links for DRC on cloud for IPDS and DC and DRC on cloud for ERP
- Primary and Secondary Point-to-Point (P2P) links between IPDS DC & DR (on premise DC and cloud DR) and IPDS DC & ERP DC-DR (cloud DC-DR).
- Multiprotocol Label Switching (MPLS) links for Branch Offices across Karnataka

1.1 MSP (Managed Network Service Provider) Responsibilities:

Managed Network Service provider shall perform the following activities as a part of the scope of work apart from liaising with associated ISPs for delivering bandwidth services as defined in the RFP vide ref(1). The major activities of the Managed Network Service Provider (or "Managed Service provider") is as follows:

Installation and Setup of Last Mile Connectivity:

- Ensure proper installation of the last mile connection from the BESCOM premises to the ISP's infrastructure.
- Install and configure networking equipment required in co-ordination with the ISP to complete the last mile link to the core bandwidth.



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Managing Last Mile Connectivity:

- Use network monitoring tools to track the performance of the last mile connection, ensuring the connection to the ISP's core is stable and performing at the required bandwidth.
- Real-time link performance parameters like latency, packet loss, jitter & utilization should be showcased per site using automated tools.
- Establish the connection from the ISP's demarcation point to the client's internal network and check for connectivity to ensure the service is correctly provisioned.
- Shall integrate the network links from associated ISP with BESCOM SD-WAN devices.
- Shall monitor and detect hard to identify issues like flapping of links.
- Shall coordinate with SDWAN service provider for successful installation and commissioning of the Links at DC-DRC and Site locations

Equipment Configuration:

- Configure networking devices to handle the allocated bandwidth, ensuring that the local network (LAN) IP segment is properly integrated with the associated ISP's core network.
- Set up appropriate routing protocols, IP address configurations, and network segmentation (e.g., VLANs) for efficient traffic handling.

Continuous Realtime Bandwidth Monitoring:

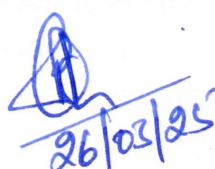
- Shall use necessary network monitoring tools to monitor the health and performance of the network, ensuring the bandwidth is being utilized as expected.
- Set up alerts for any deviations from expected performance (e.g., underutilization or overutilization of bandwidth)

Network Incident Management:

Implement a structured approach to handle network incidents, ensuring quick resolution of issues that may affect bandwidth or network stability.

Performance Tuning:

- Ensure that the network operates efficiently by adjusting configurations as needed to optimize traffic flow, reduce congestion, and improve application performance.
- Address any network performance issues that arise, such as packet loss or latency, which may affect the bandwidth usage.



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Troubleshooting Network Problems pertaining to links delivered

- In the event of network performance issues (e.g., congestion, slowdowns, outages), the MSP would diagnose and troubleshoot the problem in co-ordination with the respective associated ISPs.
- Work with the associated ISP to identify and resolve any issues originating from the provider's side.

Monitor SLA Adherence:

- Ensure the network and bandwidth performance aligns with the agreed Service Level Agreements (SLAs), including bandwidth, uptime, and latency.
- Generate regular reports for the client that show bandwidth usage, uptime, performance metrics, and SLA compliance.
- Penalty cost to be imposed on Internet Service providers upon violating their assured SLA to be showcased automatically using relevant tool.

SLA Escalation:

If performance or availability issues are detected that breach SLAs, the MSP should escalate the issue automatically to the associated ISP and manage the resolution process.

Coordination with the ISP:

- Act as the intermediary between the BESCOM and ISP, especially if there are bandwidth provisioning issues, performance discrepancies, or troubleshooting needs.
- Ensure the associated ISP is meeting their commitments in terms of uptime and bandwidth performance.

Network Documentation:

Maintain up-to-date documentation of the network setup, including associated ISP device configurations, bandwidth utilization patterns, and any changes to the network architecture.

End-to-End Monitoring:

- Ensure that monitoring includes both the last mile (the connection to the associated ISP) and the core network (where the associated ISP delivers core bandwidth). The MSP should monitor both local and remote network segments that could affect the client's end-to-end service.
- Internet service provider performance insights violating SLA to be showcased.
- Provide network/BGP/AS path visibility.



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Redundancy and High Availability

Redundant internet connections: Coordinating with the associated ISP as per the scope of the RFP to ensure failover mechanisms are in place (e.g., secondary ISP connections or MPLS backup) from relevant ISPs.

Configuration Drift Detection:

- Implement automated checks to ensure that the configurations of network devices (e.g., firewalls, routers, switches) remain consistent and in line with the agreed-upon configurations.
- Alert concerned BESCOM IT teams if any unauthorized changes or drifts in configuration are detected.

Historical Performance Data and Trend Analysis:

Maintain and analyze historical performance data to identify trends in bandwidth usage, network congestion, and service availability. This allows the MSP to anticipate future requirements, optimize configurations, and plan for capacity scaling.

Root Cause Analysis:

- When an incident occurs, the MSP in co-ordination with associated ISP team is responsible for performing root cause analysis to identify whether the issue is related to the associated ISP's core bandwidth, last mile network issues, or internal network infrastructure problems.
- Shall have automated facility to perform RCA detection with minimal or NO human intervention.
- Implement automated diagnostic tools to expedite the process of identifying the underlying cause of network issues and trigger immediate corrective actions if needed.

Documentation and Ticketing System:

- Use a ticketing system to log network issues, track resolution progress, and maintain a historical record of network events for future reference and audit.
- Provide detailed reports on the nature of incidents, response times, and resolution outcomes to help improve future network reliability and to maintain transparency with the client.
- auto-log ticket with Internet service provider
- Should be able to perform log retention.
- Inventory management of all the Links & Sd-Wan should be available.
- Versatile Reports of the monitored infra should be available.
- Integration with all type of Ticketing / ITSM tool should be achievable for auto ticket creation.

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Application traffic monitoring

- Agentless application monitoring for web based customized applications should be achieved for all field office locations.
- Application degradation due to link issues should be detected.
- Use tools to monitor and analyse the application layer (e.g., VoIP, video conferencing, SaaS applications) for optimal network utilization.

Integration with Cloud Services:

The MSP shall provide guidance on integrating cloud services with the local network, ensuring optimized and secure cloud-to-local bandwidth performance.

Bandwidth Utilization Analysis:

- Provide detailed reports and insights into how the bandwidth is being used, such as identifying applications or users consuming excessive bandwidth or determining if there are any inefficiencies.
- Collect and analyse data on bandwidth usage patterns (e.g., peak usage times, underutilization) to help optimize the network.

1.2 Associated ISP Responsibilities

MPLS Connectivity

The associated ISPs in co-ordination with the MSP shall commission MPLS links for the Data Center (DCs), Disaster Recovery Centres (DRCs) and all BESCOM site locations as detailed in Annexure 3 of the RFP vide ref(1). The links delivered should have symmetric bandwidth (same upload and download bandwidth) and should adhere to the link bandwidth requirement mentioned in Annexure 3 of the RFP vide ref(1).

The associated ISP in co-ordination with the MSP shall deliver and maintain the following services:

- Provide MPLS bandwidth services which are fully dedicated (1:1), symmetric bandwidth (without any compression factor with full duplex mode).
- For MPLS, all the Points of Presence (PoPs) from where the fully dedicated (1:1), symmetric bandwidth (without any compression factor with full duplex mode) is provided shall have redundancy of equipment, links, and power.
- The links delivered to the DC should be on Optical Fiber Cable (OFC) media with a self-healing ring-based architecture. The last mile connectivity should have dual last mile redundancy.



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- The MPLS at the DC and DR locations will include primary and secondary links to ensure high redundancy, with both primary and secondary links operating in an active-active mode.
- Wherever cross connects and related accessories are applicable, same shall be provisioned along with the link delivery.
- The price discovered for MPLS can be used to determine the prices for different bandwidths on a pro-rata basis.
- The associated ISP(s) shall ensure that committed bandwidth is always available for use. The bandwidth shall be tested with load from time to time. In case the committed bandwidth is not available at any time, the duration of non-availability of committed bandwidth shall be treated as downtime of the link. The penalty shall be enforced in accordance with SLA defined. The penalties shall be applicable towards the payments pertaining to associated ISP(s).
- The associated ISP(s) should support the relocation of the links as per the requirement of BESCOM if the need arises in the future at no additional charges.
- The associated ISP should coordinate with SDWAN service provider for successful installation and commissioning of the Links at DC-DRC and Site locations.

All the links should be active at the DC and Branch Office locations, and if any outages are observed, the MSP in association with the ISP shall ensure to restore proactively the connection as per the SLA and severity defined.

Internet Leased Line (ILL)

The associated ISP shall commission fully managed Internet Leased Line links for DC as per Annexure-3 of the RFP vide ref(1). The links delivered should have symmetric bandwidth (same upload and download bandwidth) and should adhere to the link bandwidths mentioned in Annexure 3 of the RFP vide ref(1).

The associated ISP in co-ordination with the MSP shall deliver and maintain the following services:

- Provide internet leased line links (ILL) which are fully dedicated (1:1), symmetric bandwidth (without any compression factor with full duplex mode).
- For ILL, all the PoPs from where the fully dedicated (1:1), symmetric bandwidth (without any compression factor with full duplex mode) is provided, shall have redundancy of equipment, links, and power.
- Shall provide /27 Public static IP pool per ILL link delivered to DC. The associated ISP(s) for ILL shall provide additional IPs, as and when requested by BESCOM at no additional cost at any point during the contract period.
- The Secondary ILL links shall be availed from a different Service Provider other than the Primary Service Provider in consultation with BESCOM. BESCOM's acceptance on choice of



secondary ISPs shall be final. MSP shall arrange secondary ILL services in accordance with this clause.

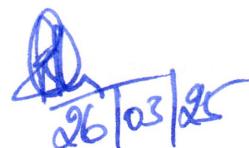
- The discovered price for ILL can be used to determine the prices for different bandwidths on a pro-rata basis.
- Should ensure adequate network security with DDoS protection to avoid any attacks and threats at the network layer.
- The links delivered to DC should be on OFC media with the self-healing ring-based architecture. The last mile connectivity should have dual last mile redundancy.
- Shall ensure that committed bandwidth is always available for use. The bandwidth shall be tested with load from time to time. In case the committed bandwidth is not available at any time, the duration of non-availability of committed bandwidth shall be treated as downtime of the link. The penalty shall be enforced in accordance with SLA defined. The penalties shall be applicable towards the payments pertaining to associated ISP(s).
- Should support relocation of the links as per the requirement of BESCOM if the need arises in future with no additional charges.
- Wherever cross connects and related accessories are applicable, same shall be provisioned along with the link delivery.
- Should coordinate with SDWAN service provider for successful installation and commissioning of the Links at DC-DRC and Site locations.

All the links should be active-active mode and if at all any outages are observed the associated ISP(s) shall ensure to restore proactively the connection as per the SLA and severity defined.

P2P Connectivity

The MSP in coordination with associated ISP shall provide Primary & Secondary P2P link between IPDS on-prem DC & Cloud DR and Primary & Secondary P2P link between IPDS On-premises DC-DR and ERP cloud DC-DR as per Annexure 3 of the RFP vide ref(1).

- The P2P links delivered should be on Optical Fiber Cable (OFC) media with a self-healing ring-based architecture. The last mile connectivity should have dual last mile redundancy.
- Wherever cross connects and related accessories are applicable, same shall be provisioned along with the link delivery.



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LOT2: M2M SIM Based network Services

- M2M Network based connectivity for the Branch Offices.

M2M Network Connectivity

The associated service provider shall deliver and commission M2M Network Connectivity for all BESCOM field office locations. GSM based connection links should be 4G supported. The MSP should take ownership of managing the services. The SIMs should be purchased on behalf of BESCOM and shall be in the name of BESCOM.

If the provided M2M SIMs for a particular location/site are not in working condition for a continuous period of 30 days or more, payment pertaining to M2M services shall not be made for that location/site for that month.

2. Prices

The lot wise contract price is mentioned in below table

Lot	Amount in Rs. (excl. of Taxes)	Amount in Rs.(incl. of Taxes)
Lot1: MPLS Based Network Services	55,84,88,000.00	65,90,15,840.00
Lot2: M2M SIM Based Network Service	95,50,000.00	1,12,69,000.00
Total Contract Price	56,80,38,000.00	67,02,84,840.00

The prices are firm and total contract price of ₹ 67,02,84,840./- only (all incl.) (Rupees Sixty Seven Crore Two Lakhs Eighty four Thousand Eight Hundred and Forty only) (Annexure-1 Price breakup) during the contractual period in line with M/s Connectivity IT Solutions Pvt Ltd response to the tender enquiry cited under ref(1).

3. Taxes and Duties:

The said contract price is inclusive of all taxes. BESCOM will not pay any other taxes, whatsoever in respect of this contract. Any increase in the tax should be absorbed by the firm during the contract and any reduction in the tax should be passed on to BESCOM.

4. Duration of the project

The duration of the project is 5 years from the date of BESCOM Go-Live. BESCOM Go-Live date is the date on which all the DC-DR links and 50% of the RAPDRP links in BESCOM are commissioned.

5. Change Orders

BESCOM may at any time, by written order given to the Service Provider, make changes within the scope of the Contract w.r.t the type of services to be provided.


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If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the firm for adjustment under this clause shall be asserted within thirty (30) days from the date of the Service Provider's receipt of BESCOM change.

6. Variation in the quantity

1. The quantities are subject to variation of $\pm 25\%$ per BESCOM. BESCOM may propose additional sites for delivering managed network services with the same terms and conditions.
2. In case of items for which the rates are available in the Contract the extra quantities shall be executed by the firm at the same rates up to the variation limit of twenty-five percent ($\pm 25\%$) or as provided in the Contract.
3. Important Considerations
 - a) Contract Value may increase/decrease by 25%
 - b) The quantity of DC-DR links may increase/decrease by 25%
 - c) The Bill of Material (BoM) for BESCOM may increase/decrease by 25%

7. Contract Amendments

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

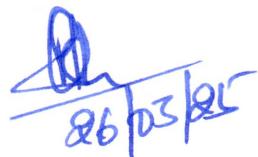
8. Contract Performance Guarantee:

- The Bank guarantee submitted for value of Rs 2,84,01,900/- vide Bank Guarantee No: OGT0018250000929, dated: 28.01.2025 issued by The Indusland Bank Ltd, Mumbai-400059 valid up to 30.05.2030
- The Performance Guarantee will be discharged without any interest at the end of Guarantee Period.

9. Implementation Schedule

Implementation and deployment timeline for the complete bandwidth is as per the following:

Sl. No	Link	Duration of Implementation from date of issue of CO
1	All Links at DC and DR	8 weeks
2	Links at Zonal, Corporate and Circle Office	16 weeks
3	Links at Division and SDO offices	16 weeks
4	Links at other offices	24 weeks



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The MSP is expected to adhere to the above or mutually agreed timeline for the implementation. Penalty clauses are applicable (see Section IV of RFP) for delay in implementation and commissioning of the links.

Project Manager:

The Service Provider shall appoint a Single Point of Contact (SPOC) for BESCOM. The SPOC should be responsible for assurance link availability, new link liaison, feasibility and link delivery. The SPOC will be accountable for link delivery, weekly status report and roadmap targets. The SPOC should meet BESCOM network team every month for review and status meeting.

As the part of the project implementation the MSP should perform the following task:

- Ensure committed delivery on the network uptime.
- Ensuring that the project timelines are met in a smooth fashion.

10. Payments

1. The payment will start from the date of BESCOM's Go-live date.
2. The link delivery shall be duly acknowledged by each site in the prescribed format as a part of the acceptance test.
3. Acceptance test would be completed after integration of Service Provider link with the SD-WAN routers. For DC links, Acceptance test will be performed with real time traffic from branch locations. Hence it is required that the service provider commissions sufficient number of branch links so that the required bandwidth is achieved at DC & DR links.
4. Since the DC and DR are for common usage of all ESCOMs, the amount towards the DC & DR links with associated links needs to be shared by all ESCOMs of Karnataka, but however the DC & DR links payment to the Bidder will be made by BESCOM.
5. The MSP and associated ISP(s) shall enter a tripartite agreement with each BESCOM for raising the invoices and receive the payment.
6. The Associated ISPs should raise the invoice for the network links and MSP shall raise the invoice for the MSP services. The BESCOM will make the payment for the individual invoices raised by Associated ISP and MSP respectively.
7. The physical copy of invoices for the services provided to the offices i.e., Zone, Circle, Division, Subdivision, Section office and other offices falling under the jurisdiction of the zone, shall be submitted to the respective zonal offices of BESCOM for payments. The payments shall be made to the Associated ISP and/or the MSP for their respective invoices at the concerned zonal offices by duly certifying the invoices by the head of the zonal office on the basis of the uptime



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parameters provided by the ICT&MIS section based on the NMS reports.

8. The physical copy of invoices for DC, DR shall be submitted to BESCOM, Corporate Office. The payments shall be made at the Corporate Office, BESCOM.
9. The physical copy of invoices for corporate sites (including corporate office, CCC, DAS and GIS Cell) shall be submitted to the respective sections of the corporate office of BESCOM.
10. The physical copy of invoices shall be submitted immediately after completion of each quarter.
11. The Associated ISP and/or MSP's request for payment shall be made at the end of each quarter by submission of invoices to the respective Zone /Corporate office of BESCOM for Site Locations and BESCOM Corporate Office for DC/DR links
12. The invoice amount for a quarter shall be equal to the flat rate for the committed bandwidth in that quarter.
13. BESCOM will make the payment after the invoice amount is verified. The payment will be made as per the contract terms, company norms and service levels.
14. The penalty, if any, shall be deducted from any invoice payment.
15. Start date for the first bills shall be from the date of BESCOM Go-live date
16. The links shall not be disconnected for any reason (e.g. payment related issues etc.) whatsoever without a written consent from BESCOM, failing to which shall be treated as downtime and applicable SLA penalty shall be levied.

11. Service Level Agreements and Penalties

11.1. Service Level Agreements

The Associates ISP in co-ordination with MSP shall ensure minimum uptime for entire network and Uptime for individual site as per SLA's mentioned below:

1. The Network links will be fully managed by the Managed Service Provider. Managed Service Provider shall provides access to SLA compliance tool and reports.
2. The Associated Service Provider shall mandatorily ensure that all the DC/DR links are up and available at any point of time and are not disconnected for any reason (including payment-related issues) may it be. For all DC/DR link issues, the Associated ISPs shall discuss with BESCOM any service level changes.
3. The Associated ISPs shall not disrupt the links in any circumstances. If any connection needs to be disrupted, it can only be disrupted with prior notification and alternate arrangements shall be provided by the Managed Service Provider.



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4. The Associated ISPs shall have separate accounts for DC/DR links and shall maintain separate accounts for each O&M zone of each ESCOMs. The ISP shall not disconnect links of any other account for non-payment of a particular account.
5. The Associated ISPs shall ensure that both primary and secondary links adhere to the Service Level Agreements related to Uptime and Downtime of availability. The reporting formats shall have details for both the links separately.
6. The Associated ISPs shall enter into a detailed Service Level Agreement with BESCOM. SLA will include essential parameters as given below:
 - Working days: Seven days a week (Monday to Sunday).
 - Link latency more than 150 ms continuously for more than 1 hour will be considered link as down during that period.
 - Link jitter more than 30 ms continuously for more than 1 hour will be considered link as down during that period.
 - Networking Availability Requirements: 24 hours for all locations.
 - Uptime: Refer below Table 1 and Table 2
 - The percentage uptime shall be calculated on monthly basis as follows:
 - Availability (in %) = $(\text{Total No. of Hours in month} - \text{Total Outage Hours in month}) \times 100\% / (\text{Total No. of Hours in month})$
 - Helpdesk (with preferably toll-free number): 24 hours

Service Levels and Penalties are as given below: -

Sl. No.	Type	Monthly Uptime (in %)
1	DC-DR Links	99.5
2	DC – DR P2P link	99.5
3	Other office links (ILL)	98.5

Table 1

Operations	Objectives
Availability	99.5%
Bandwidth Up-gradation timelines	2 weeks
Bandwidth down-gradation timelines	1 week
End to end Mean Time to Repair (MTTR) for any location	2 Hours

Table 2

11.2. Penalties

Uptime: The percentage uptime shall be calculated on monthly basis as follows:

Availability = $(\text{Total no of Hours in month} - \text{Total Outage Hours in month}) \times 100\%$

(Total No of Hours in month)



11.2.1. Uptime for DC & DR links

Associated ISP shall give an uptime guarantee of 99.5% on a monthly basis for all DC, DR links including ILL and P2P links. In case uptime falls below the guaranteed level, BESCOM will impose a penalty as mentioned in Table A below. Further, if uptime for any link during any month is less than 95%, BESCOM shall not make any payment for the month for that location. BESCOM has the right to terminate/surrender the link and the link will be taken from alternate vendor.

TABLE - A

Uptime (%)	Penalty (%) of total monthly payment
>=99.5	0
>=98.5 and < 99.5	5
>=97.5 and < 98.5	10
>=96.5 and < 97.5	15
>=95.5 and < 96.5	20
>=95 and < 95.5	25
<95	100

11.2.2. Uptime for links other than DC & DR:

The minimum uptime for all other links is 98.5%. In case uptime falls below the guaranteed level, BESCOM will impose a penalty as mentioned in Table B below. Further, if uptime for any link during any month is less than 80%, BESCOM will not make any payment for the month for that location. BESCOM have the right to terminate/surrender the link and the link will be taken from alternate vendor.

TABLE - B

Uptime (%)	Penalty (%) of total monthly payment per site
>=98.5	0
>=97.5 and < 98.5	5
>=96.5 and < 97.5	10
>=95 and < 96.5	15
>=92.5 and < 95	20
>=90 and < 92.5	30
>=85 and < 90	40
>=80 and < 85	50
< 80	100



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11.2.3. Right to Terminate:

BESCOM reserve the right to terminate the contract and forfeit the PBG of the Service Provider if the minimum SLA criteria are not achieved for a continuous period of 3 months for both DC/DR and BESCOM sites.

11.2.4. Delay in Commissioning

Penalty of 5% of one-time charges per link per week to be levied on the service provider in case of delay for providing link, the maximum penalty for delay in commissioning is capped at 30% of the one-time charges per link. The timeline for commissioning the link is provided in RFP vide ref(1). The penalty will be calculated separately for each link.

In case the MSP/associated ISP fails to commission the links as per the implementation schedule, a penalty of Rs. 10,000 per non-commissioned link per quarter shall be applied, until commissioning of such links and the penalty will be deducted from the payments against the invoices of that concerned O&M zone where the links are not commissioned and incase of DC/DR links penalty will be deducted from the payments against the invoices of DC/DR.

11.2.5. Maximum Penalty

In any quarter of operations, the maximum penalty shall not exceed 10% of the total quarterly value.

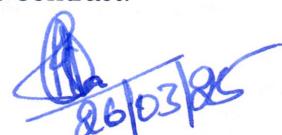
12. Cost sharing

1. The cost of Managed Network Service Provider for all ESCOMs of Karnataka. Lot1: MPLS Based Network Services is to be shared among all ESCOM's as the DC-DR of RAPDRP and IPDS IT system is common to all ESCOMs and sharing is based on the approved percentage of sharing in the SLDRC meeting held on 18-03-2019.
2. The cost sharing is as detailed below:

ESCOM	ESCOM SHARE
BESCOM	35.17%
CESC	16.14%
GESCOM	15.08%
HESCOM	23.83%
MESCOM	09.78%
Total	100.00%

13. Law governing of contract

The Contract, shall in all respects be construed and governed according to Indian Laws. The Courts of Bangalore shall have exclusive jurisdiction in all matters arising under this Contract.


26/03/20

14. Liquidated Damages

- a) If the MSP fails to integrate the links and perform MSP related services and ISP fails to implement/maintain any or all of the links within the period specified in the Contract, BESCOM may without prejudice to all its other remedies under the contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Services, supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual delivery or performance, subject to a maximum of 10% of value of services pertaining to concerned stakeholder in the contract.
- b) If the Services provided do not meet the minimum specifications as per the Contract, and the same is not replaced/modified by the MSP or ISP to meet the requirements, If MSP or ISP fails to meet the requirements, BESCOM shall be free to impose any penalty as deemed fit on the concerned stakeholder in the contract.
- c) The BESCOM shall reserve the right to terminate the contract and recover liquidated damages by forfeiting the Performance Guarantee submitted by the Service Provider.

15. Termination for Default

BESCOM may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part:

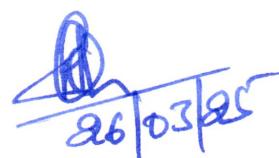
- (a) if the Service Provider fails to deliver any or all of the Services within the period(s) specified in the Contract, or within any extension thereof granted by BESCOM; or
- (b) if the Service Provider fails to perform any other obligation(s) under the Contract.
- (c) If the Service Provider, in the judgement of BESCOM, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower 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 Borrower of the benefits of free and open competition.

In the event BESCOM terminates the Contract in whole or in part, BESCOM may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to BESCOM for any excess costs for such similar Services.



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However, the Service Provider shall continue the performance of the Contract to the extent not terminated.

16. Force Majeure

Force Majeure means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays the BESCOM or the supplier in the performance of their obligation under this Contract, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the affected Party and could not have been avoided if the affected Party had taken reasonable care or complied with prudent utility practices.

- a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, war embargo, or exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years, or
- b) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, or
- c) Any event or circumstance of a nature analogous to any of the above.

• Delay or non-performance by either Party here to cause by the occurrence of any event of Force Majeure shall not:

- a) Constitute a default or breach of the Contract, or
- b) Give rise to any claim for damages or additional cost or expense occasioned thereby.

• BESCOM shall not be liable for the delay in performing his obligations resulting from any Force Majeure cause as referred above.

• If either Party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances there of within fifteen (15) calendar days after the occurrence of such event.

• The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with clauses of RFP.

• The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect there of upon its or their performance of the Contract and to fulfill its or their



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obligations under the Contract, but without prejudice to either Party's right to proceed as per the provisions under clauses of RFP.

- If the performance of the Contract is substantially prevented, hindered or delayed on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with clauses of RFP.

17. Termination for Insolvency

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

18. Termination for Convenience

- BESCOM, by written notice sent to the Service Provider, 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 BESCOM's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.
- The Service that is complete and ready for shipment within 30 days after the Service Provider's receipt of notice of termination shall be accepted by BESCOM at the Contract terms and prices. For the remaining Service, BESCOM may elect:
 - a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - b) to cancel the remainder and pay to the Service Provider an agreed amount for the partially completed Service and for materials and parts previously procured by the Service Provider.

19. Consequences of Termination

Upon Termination of the Contract, the MSP and Associated ISPs shall:

- Prepare and present a detailed exit plan within five calendar days of termination notice receipt from GM (ICT & MIS), BESCOM ("Exit Plan").
- The GM (ICT & MIS) and along with designated team will review the Exit plan. If approved, the MSP and Associated ISPs shall start working on the same immediately. If the plan is rejected, the MSP and Associated ISPs shall prepare alternate plan within two calendar days. If the second plan is also rejected, GM or the authorized person will provide a plan for the MSP and Associated ISPs and it shall be adhered to in totality.



A handwritten signature in blue ink, followed by the date '26/03/2025' written below it.

- The Exit Plan shall cover at least the following: -
 - a) Execute all documents that may be necessary to effectively transfer the ownership and title, including OEM warranties in respect of all equipment, if any.
 - b) Handover all related documentation and other Configurable Items, if any in his possession.
 - c) Handover the list of all IT Assets and passwords at all locations to BESCOM.
 - d) The Service Provider and GM(CT&MIS) or the authorized person will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.

20. Settlement of Disputes

20.1. Mutual Consultation

If any dispute or difference of any kind whatsoever shall arise between the BESCOM and the MSP in connection with or arising out of the Contract including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project - whether during the progress of the Project or after their completion and Whether before or after the termination, abandonment or breach of the Contract –the parties shall seek to resolve any such dispute or difference by mutual consultation. In the first instance, the reference of any such dispute/difference shall be made to the GM (ICT&MIS)-BESCOM. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either Party to the Adjudicator, with a copy to the other Party.

20.2. Adjudication

- a) The Adjudicator shall give its decision in writing to both parties within thirty (30) calendar days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the BESCOM or the MSP within sixty (60) calendar days of such reference, the decision shall become final and binding upon the BESCOM and the MSP. Any decision that has become final and binding shall be implemented by the parties forthwith.
- b) Should the Adjudicator resign or die or should the BESCOM and the MSP agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract; another Adjudicator shall be jointly appointed by the BESCOM and the MSP as Adjudicator under the Contract. Failing agreement between the two within thirty (30) calendar days, the Adjudicator shall be appointed under the Contract on the request of either Party by the Appointing Authority. The Adjudicator shall be paid a fee plus reasonable expenditures incurred in the execution of his duties as Adjudicator under the Contract. These costs shall be divided equally between BESCOM and the MSP.

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20.3. Arbitration

All disputes or differences in respect of which the decision, if any, of the Project Manager and/or the Head of the Implementing Authority has not become final or binding as aforesaid shall be settled by arbitration in the manner provided herein below:

- a) The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Employer and the third to be appointed by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.
- b) The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be Bangalore.
- c) The decision of the majority of the arbitrators shall be final and binding upon the parties. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.
- d) During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

21. Limitation of Liability

- a) The bidder's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, or otherwise), shall be limited to the contract value provided, however this limitation shall not apply to any liability for damages arising from:
 - willful misconduct or
 - indemnification against third party claim for infringement or
 - tortious liability arising out of misconduct or negligence or
 - death.
- b) BESCOM shall not be liable to the bidder in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract.

22. Safety and accidents

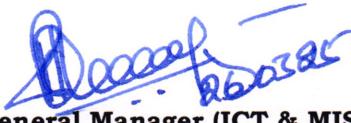
In case any accident occurs while working in the premises during the period of contract to the Manpower employed by the agency. BESCOM will not be responsible for any injury that may occur and will not pay any compensation to the Manpower. The agency is solely responsible for any liabilities.



23. Disclaimer

- a. BESCOM reserves the right to share, with any consultant of its choosing, any resultant proposal in order to secure expert opinion.
- b. BESCOM reserves the right to accept or reject any proposal deemed to be in the best interest of BESCOM.

All the other terms and conditions given in RFP document are applicable besides the terms and conditions given in this Contract Order. Please acknowledge the receipt of this Contract Order and take immediate action to implement the same on the terms and conditions enumerated above in consultation with the BESCOM IT team.



**General Manager (ICT & MIS)
BESCOM**

BESCOM - Price Breakup

Annexure - 1

ESCOMs and Project Area		Connection Type	Bandwidth (Mbps)	No. of links	Installation Charges		Bandwidth Charges		Managed Network Service Charges	
					Rate	Cost	Rate	Charges for 5 years	Rate	Charges for 5 years
DC-DR IPDS	DC Primary MPLS	3000	1	5,00,000.00	5,00,000.00	18,00,000.00	90,00,000.00	35,00,000.00	1,75,00,000.00	2,70,00,000.00
	DC Secondary MPLS	2000	1	5,00,000.00	5,00,000.00	14,00,000.00	70,00,000.00	35,00,000.00	1,75,00,000.00	2,50,00,000.00
	DC Primary ILL	1000	1	5,00,000.00	5,00,000.00	9,00,000.00	45,00,000.00	35,00,000.00	1,75,00,000.00	2,25,00,000.00
	DC Secondary ILL	1000	1	5,00,000.00	5,00,000.00	9,00,000.00	45,00,000.00	35,00,000.00	1,75,00,000.00	2,25,00,000.00
	DRC Primary MPLS	1000	1	5,00,000.00	5,00,000.00	9,00,000.00	45,00,000.00	35,00,000.00	1,75,00,000.00	2,25,00,000.00
	DRC Secondary MPLS	1000	1	5,00,000.00	5,00,000.00	9,00,000.00	45,00,000.00	35,00,000.00	1,75,00,000.00	2,25,00,000.00
	DC-DR cloud P2P primary	150	2	3,50,000.00	7,00,000.00	3,00,000.00	30,00,000.00	16,50,000.00	1,65,00,000.00	2,02,00,000.00
	Cross Connect Charges at DC									
	DRC (On-prem and Cloud)									
	SDO and above offices- Primary MPLS	10	226	1,85,000.00	4,18,10,000.00	40,000.00	4,52,00,000.00			
BESCOM (RAPDRP + IPDS) Sites and ERP Sites	Section offices-Primary MPLS	6	542	1,54,000.00	8,34,68,000.00	31,00,000.00	8,40,10,000.00			
	BESCOM Corporate office - ILL	1000	1	5,00,000.00	5,00,000.00	9,00,000.00	45,00,000.00			
	BESCOM Corporate office - MPLS	300	1	2,00,000.00	2,00,000.00	2,00,000.00	10,00,000.00			
	BESCOM GIS Cell & CCC - ILL	100	2	2,10,000.00	4,00,000.00	80,00,000.00	8,00,000.00			
	DG Primary MPLS	1000	1	5,00,000.00	5,00,000.00	9,00,000.00	45,00,000.00	35,00,000.00	1,75,00,000.00	2,25,00,000.00
	DG Secondary MPLS	1000	1	5,00,000.00	5,00,000.00	9,00,000.00	45,00,000.00	35,00,000.00	1,75,00,000.00	2,25,00,000.00
	DR Primary MPLS	1000	1	5,00,000.00	5,00,000.00	9,00,000.00	45,00,000.00	35,00,000.00	1,75,00,000.00	2,25,00,000.00
	DR Secondary MPLS	1000	1	5,00,000.00	5,00,000.00	9,00,000.00	45,00,000.00	35,00,000.00	1,75,00,000.00	2,25,00,000.00
	Cross Connect Charges at DC									
	DRC (On-prem and Cloud)									
IPDS DC and Cloud DR and ERP Cloud DC & DR	IPDS DC-ERP DC cloud P2P Primary & Secondary	150	2	3,50,000.00	7,00,000.00	3,00,000.00	30,00,000.00	16,50,000.00	1,65,00,000.00	2,02,00,000.00
	IPDS DR-ERP DR cloud P2P Primary & Secondary	150	2	3,50,000.00	7,00,000.00	3,00,000.00	30,00,000.00	16,50,000.00	1,65,00,000.00	2,02,00,000.00
	Cross Connect Charges at DC									
	DRC (On-prem and Cloud)									
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