

Tender No: EI-D/GA/1-49/2011

Dated: 23.01.2012

**Tender Document
for
Provisioning of SLA Based Point-to-Point Lease Line
(Local Loop) Connectivity in the Cities of Delhi and
Mumbai to Connect ERNET's Customers with Nearest
ERNET PoP for Network
Data Delivery**



Issued By:

**ERNET India
Department of Information Technology
Ministry of Communications and Information Technology
Government of India
10th floor, Jeevan Prakash Building,
25 K. G. Marg,
New Delhi- 110 001.**

Invitation for Tender Offers

ERNET India invites sealed tender offers in two bid format (Technical bid and Commercial bid) from eligible, reputed Service Providers to enter into a rate contract for Supply, Installation, integration & Commissioning of Point-to-Point lease line (Local Loop) links in the Cities of Delhi and Mumbai for connecting ERNET Customers to its nearest PoP for delivery of various ERNET services as specified in the tender document.

A complete set of tender documents may be purchased by prospective bidder upon payment of requisite fees by demand draft / bankers Cheque in favour of ERNET India payable at Delhi.

1	Price of Tender Document	Rs. 2,000/- (Rupees Two thousand only)
2	EMD Amount	Rs. 5,00,000 (Rupees Five Lacs only)
3	Issue of Tender Document (*)	23.01.2012 – 03.02.2012
3	Last date for receipt of queries (**)	10.02.2012
4	Date for issue of consolidate clarifications (***)	17.02.2012
6	Last Date and Time for receipts of Bids	24.02.2012 at 1500 Hrs.
7	Opening of Technical Bid	24.02.2012 at 1515 Hrs.
8	Place of Submission & Opening of bids	ERNET India, 10 th Floor, Jeevan Prakash Building, 25, K G Marg, New Delhi - 110001
9	Address for Communication	Registrar & CPO, ERNET India, 10 th Floor, Jeevan Prakash Building, 25, K G Marg, New Delhi- 110001
10	Contact Phone Numbers	EPABX : (+91)-11- 23753984
11	Fax Number	+91-11- 23753985

(*) Tender document can also be downloaded (from 23.01.2012 to 03.02.2012) from ERNET Website as per clause 3.2 Section B of the tender document.

** By Hand only to be submitted to Registrar & CPO Office.

*** Clarification / any future updation will be uploaded on ERNET Website only. All the prospective bidders are requested to refer to ERNET Website before submission of their bids.

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SECTION – A
INTRODUCTION

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SECTION – A

INTRODUCTION

ERNET India is a not for profit organization working under the administrative control of Dept. of Information Technology, Government of India having the largest nationwide terrestrial and satellite network with 15 points of presence located at the premier educational and research institutions in major cities of the country. Focus of ERNET is not limited to just providing connectivity, but to meet the entire needs of the educational and research institutions by providing consultancy, project Management, training and other value added services such as Web hosting, E-Mail services, Video conferencing, Domain registration, CUG services etc. to their users.

Research, Development and Training are integral parts of ERNET activities. ERNET has been designated as the nodal network of Government of India for connecting educational and research institutions on Intranet and Internet.

MOUs have been signed with different organizations such as University Grants Commission(UGC), Indian Council for Agricultural Research (ICAR) and All India Council for Technical Education (AICTE) for connecting universities, agricultural universities and research institutions and engineering colleges respectively through the ERNET backbone. ERNET connected 150 universities under UGC, 274 agricultural universities and research institutions under ICAR and 72 engineering colleges under AICTE. ERNET was also identified by Govt. of India as the nodal network by funding connectivity between ERNET with pan European Education and Research Network (GEANT) from the year 2006 to year 2010. The ERNET-GEANT connectivity is now available to through Trans Eurasia Information Network (TEIN3).

History of Inception

ERNET was initiated in 1986 by the Department of Electronics (DoE), with funding support from the Government of India and United Nations Development Program (UNDP) involving eight premier institutions as participating agencies--NCST (National Centre for Software Technology) Bombay, IISc (Indian Institute of Science) Bangalore, five IITs (Indian Institutes of Technology) at Delhi, Bombay, Kanpur, Kharagpur and Madras, and the DoE New Delhi.

ERNET has made a significant contribution to the emergence of networking in India. It practically brought the Internet to India and has built up national capabilities in the area of networking, especially in protocol software engineering. It has not only succeeded in building a large network that provides various facilities to the intellectual segment of Indian society--the research and education community, it has over the years become a trendsetter in the field of networking. UNDP has lauded ERNET as one of the most successful programmes it has funded. The Science community of the country has also recognized ERNET's contribution--both for infrastructure services as well as for R&D.

After completion of project phase, ERNET India was formed as an autonomous scientific society under the administrative control of Department of Information Technology, Govt. of India in the year 1998 to carry forward the activities of the project ERNET.

ERNET India, a scientific society under the Department of Information Technology, Ministry of Communication and Information Technology, Govt. of India is operating a state-of-the-art country wide network, providing Internet and Intranet connectivity and other value added services to academic and research institutions in the country (such as IITs IISC, UGC, AICTE, ICAR etc). The emphasis of ERNET India is to connect all educational and research institution by widening the reach of the network across the country. Access to high-end computing resources, provisioning of collaborative problem solving environment, sharing of Digital Library resources, on-line learning materials and country-wide classrooms are some of the areas of strong interest for ERNET.

SECTION – B

**INSTRUCTIONS TO BIDDER AND GENERAL TERMS &
CONDITIONS**

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SECTION - B

INSTRUCTIONS TO BIDDERS

1. Tender Form

- 1.1 Tender (Bid) Form consists of various sections and the Bidder shall go through all the sections of the Tender document and must comply with each section.

2. Compliance

- 2.1 Compliance statement in the form of '**Complied**' or '**Not Complied**' shall be given against each statement and specification of Tender Form - The compliance statements should be supported by **documentation / certificates**.
- 2.2 Please note that any deviation from laid down requirement/specification shall be brought out separately in deviation sheets to be attached with concerned section of the bid. Failure to comply with this requirement may result in the Bid being invalidated.
- 2.3 The Bidder shall offer his comments about all the requirements indicated in the tender. The Bidder shall mention whether the options are technically available in the proposed solution or not. The Bidder shall clearly mention about the non-availability of the required options in the offer, if any.
- 2.4 Each page of the Bid and cuttings/corrections shall be duly signed and stamped by the Bidder. Failure to comply with this requirement may result in the Bid being invalidated.
- 2.5 The complete bid along with the documentary evidence should be numbered and cross-referenced / linked with our tender clause Nos.
- 2.6 Bidder should have necessary certifications as may be required in the case of Service Provider.

3. Sale of Tender

- 3.1 Interested Bidder who wish to participate in tender, may collect Tender Document in person against a Demand Draft or Banker's Cheque of Rs.2,000.00 (Rupees Two Thousands only) drawn in favour of "**ERNET India**", **New Delhi** from **Sh. Gulshan Kumar, Section Officer, ERNET India, 10TH floor, Jeevan Prakash Building, 25, K.G Marg, New Delhi- 110001** as per the schedule detailed below:

- | | | | |
|----|---|---|---|
| 1. | Issue of Tender Document | : | 23.01.2012 to 03.02.2012
(Between 3.00 PM to 4.00 PM) |
| 2. | Last date for receipt of queries from prospective bidders | : | 10.02.2012 |
| 3. | Date of Issue of Consolidate Quarries | : | 17.02.2012 |
| 4. | Last date for Submission of Bids | : | 24.02.2012 by 1500 Hrs. |
| 5. | Date of Opening of Technical Bids | : | 24.02.2012 at 1515 Hrs. |

3.2 The Tender document is available on website of ERNET India www.eis.ernet.in Interested Bidders may also download the document (from 23.01.2012 to 03.02.2012) from the website. In such case, an amount of Rs. 2000/- in the form of Demand Draft/Banker's Cheque drawn in favour of ERNET India would be required to be furnished at the time of submission of the bid.

3.3 Tenders placed in sealed covers with a name of work written on the envelope, will be received in ERNET India as per schedule and address given in **clause 3.1 – Section-B**

4. Validity of the Tender

4.1 The Bid shall be valid for a minimum period of **180 days** from the last date of bid submission indicated in **clause 3.1 – Section-B**. Bidder should submit an undertaking in this regard.

5. Addressing

5.1 All completed bid documents and inquiries regarding clarification/interpretation in connection with this Bid should be sent at the address given at **clause 3.1 – Section-B**

6. Language

6.1 The Bidder shall quote the rates in English language and international numerals. The rate shall be in whole numbers. These rates shall be entered in figures as well as in words. In the event of variation in number written in figure and words, the number written in words will be taken as final. In the event of the order being awarded, the language of all services, manuals, instructions, technical documentation etc. provided for under this contract, will be English.

7. Correction in Bid

7.1 All changes, alterations, corrections in the bid shall be signed in full by the person(s) signing the bid, with date. No erasure and/or over writing without authentications is/are permissible.

8. Contents of Tender

8.1 **Tender would have two parts. Part I contain Pre-qualification, EMD and Technical Bids and Part II will have Financial Bids.**

8.2 **Part-I will contain: -**

8.2.1 The Compliance Statements completed in all respect against Section-D.

8.2.2 Power of Attorney/Authorization on the name of the person signing the bid document with company seal on it. Such authorization can only be given by the person authorized by the company owner or broad for issuing such documents. (documentary proof may be submitted)

- 8.2.3 Tender fee (as per clause 3 – Section – B and Earnest Money Deposit (EMD) – as per **clause 17 - Section-B.**
- 8.2.4 Bidder's company profile, turnover of last 3 years ending 31st march, 2010, valid Income Tax Clearance Certificate (ITCC) and last 3 years balance sheet, as applicable.
- 8.2.5 The Compliance Statements completed in all respects as given in **clause 2 – Section-B.**
- 8.2.6 Technical Bid Offer.
- 8.2.7 Softcopy of the complete bid. (must be identical with submitted hard copies)
- 8.2.8 Final tender document (by incorporating all the corrigendum issued by ERNET, if any) duly signed and stamped by the bidder.
- 8.2.9 **The technical offer should comprise of following:-**
- Detailed technical description of the offered solution architecture in accordance with tender requirements.
 - Complete network diagram detailing how the local loop connectivity from ERNET POPs to the end locations will be provided through RF/ fibre.
 - Complete Technical Solution including lay-out, design and architecture of the network.
 - Undertaking in support of all technical solution requirements of the tender and shall also commit to prove any or the complete solution design by deploying different tools and techniques as may be desired by ERNET.
 - Bill of material with equipment details required to establish the connectivity.
 - Technical Documentations [Data Sheet, Product Brochures, leaflets, manuals etc.]
 - Compliance of each term and condition indicating deviation clearly, if any.
 - AMC/ATS (Annual Technical Support) details. (Mention clearly the services included in this). Also information regarding availability of helpdesk support, email address, Toll free contact no. etc. for use of ERNET under this project.
 - Un-priced financial bid of Part II.
(If the technical bid contains any price information the bid will be summarily rejected).
 - List of Deliverables.
 - Project Implementation Methodology specific to this project and Operation Management plan details.
 - Compliance of the Pre- Qualifying criteria / Eligibility as per Section – D of the tender along with documentary evidence of the same.

8.3 **Part-II (Financial Bid) will contain:**

The prices should be quoted as per the Price Formats given in the Annexure-II.

The breakup of the price should include the following: -

- One time Installation (Access) charges per node including all types of one-time cost for commissioning of the link for all data rates slabs for different distance radius.
 - All types of Annual Recurring charges on per data rate of 1, 2, 4, 6, 8, 10, 12, 14, 16, 20, 24, 34, 45 and 100 Mbps for each distance radius of 5, 10, 15, 20, 30, 40, 50, 75,100, 200, 300, 400, 500 and above Kilometers.
- 8.4 Although the total price quoted by the bidders in the price format given at Annex. – II would be used to determine L1, the successful bidder/s would be required to match the lowest price in all data rate slabs of one-time and recurring cost offered by the other successful bidders.
- 8.5 The vendor will have to arrange for all the testing equipments and tools required for installation, testing, maintenance etc.
- 8.6 The bids are invited for city of Delhi and Mumbai.
- 8.7 All the distances are measured between the customer location and the nearest ERNET PoP.
- 8.8 To have better reachability and redundancy, ERNET would try an approximate distribution of the ordered bandwidth in the ratio of 70:30 between L1 and L2 respectively on the L-1 cost.
- 8.9 In case whenever the bandwidth orders as per Annexure- I, gets increased by more than 100%, an additional volume discount of 15% should be offered by the successful bidder.
- 8.10 The list of deliverables shall be fully reflected in the price bid. In case of any missing information on the above, the bid is likely to be rejected.
- 8.11 Both the two parts I & II (as applicable) & mentioned above will be submitted **in SEPARATE SEALED ENVELOPS** with the **Tender No.** and **Part-I PRE-QUALIFICATION and TECHNICAL BID** and **Part-II FINANCIAL BID**, appropriately indicated on the top.
- 8.12 Tenders once submitted shall be final and no amendment shall be permitted. A Bidder shall submit only one bid.

9. **Clarification of Tender Document**

- 9.1 The prospective Bidders requiring any clarification of the Tender Document may notify **the Purchaser which is ERNET India** in writing (acknowledgement to be obtained) as per the schedule of dates given in the tender.

- 9.2 ERNET will keep on posting all instructions, amendments, clarifications in regard to this tender on its website www.eis.ernet.in and will post the final consolidated clarification document as per the schedule of dates given in the tender. The Bidders are advised to refer to the site for further instruction/clarification, if any, before submission of the bid.

10. Amendment of Tender Document

- 10.1 At any time prior to the last date for receipt of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify the Tender Document by an amendment.
- 10.2 The amendment will be notified in writing/ published on the Ernet's website or fax to all prospective Bidders who have purchased the Tender Document and will be binding on them.
- 10.3 In order to afford prospective Bidders reasonable time in which to take amendments into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids.

11. Transfer of Tender Document

- 11.1 Transfer of Tender Documents by one Bidder to another is not permissible. Similarly transfer of Tenders submitted by one Bidder, is not permissible.

12. Procedures for Opening of Tender Documents

- 12.1 Part-I containing Prequalification & Technical offer will be opened at 1530 Hrs. on the last date of bid submission in the office of ERNET India (address mentioned above), in the presence of those Bidders or their authorized representatives who present themselves at the time of opening of the Tender and who wish to attend. Subsequent queries of ERNET, if any, on the technical details, clarifications or any other information should be replied positively within the time specified, failing which Tenders shall be finalized on the basis of the information, available. It shall, therefore, be in the Bidders' interest to give complete and comprehensive technical particulars/description and details.
- 12.2 Part-I of the Tenders accompanied with requisite earnest money shall be scrutinized and processed with respect to Pre-qualification criteria as described in Section-D, by the ERNET to ensure whether the same are in confirmatory with the requirements.
- 12.3 After finalizing the Part –I (Prequalification and Technical Bid), the financial bid of the technically qualified bidders will be opened in the presence of their representatives for determining the L1 and L2 bidders.
- 12.4 No correspondence shall be entertained from the unsuccessful bidders after the opening of Part-II - Financial Part of the Tender.

13. Modification and Withdrawal of Bids

- 13.1 The Bidder may modify or withdraw its bid after the bids submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the last date prescribed for receipt of bids.
- 13.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Section 8. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the last date for receipt of bids.
- 13.3 No bid may be modified subsequent to the last date for receipt of bids.
- 13.4 No bid may 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 may result in the Bidder's forfeiture of its bid security.**

14. Comparison and Evaluation of Tenders

- 14.1 The technical bids shall be opened in the presence of the Representatives of the bidders who choose to be present as per the terms of the Schedule stipulated in tender. A detailed analysis of the Technical bids shall be carried out by Evaluation Committee set up by ERNET. This phase has two parts. In the first part the Technical Bid will be reviewed for determining the eligibility of the bidder as per tender conditions for the project and Compliance of the bids with the technical specifications and scope of work of tender.

In the second part the technical bid will be analysed and evaluated based on which the technical score shall be assigned to each bid on the basis of the Parameters mentioned in Clause 14.2 of this section. Technical bids receiving a score greater than or equal to a predetermined cut-off will be considered for subsequent rounds of evaluation. If required, ERNET may seek clarification from any or all bidder (s) at any stage. The purchaser will proceed to the evaluation in the next phase after Financial Scores: The formula for determining the financial scores will be the following:

$$Sf = 40 \times Fm/F$$

Where Sf is the score obtained by the bidder on its commercial bid made by it.

Fm is the lowest price quoted by any of the qualified bidder among the participating bidders; and

F the price quoted by bidder under consideration.

Thus total score obtained by a particular qualified bidder will be the following :

$$S = St + Sf$$

The Evaluation Committee appointed by the ERNET will evaluate the proposals on the basis of their responsiveness to the Requirements of Specification, applying the evaluation criteria, and point system specified above. Each responsive proposal will be given the scores for Technical Evaluation (**St**) and Financial Evaluation (**Sf**). A proposal may be rejected at this stage if it does not respond to all aspects of the Schedule of Requirements or if it fails to achieve the minimum score in quality of services indicated in the Schedule of Requirements in the Tender document.

14.2 The Parameter for evaluating the Technical scores are as under

Evaluation Criteria		Max Marks	Sub score	Category weightage	Category Score
1	Bidder's credibility			15%	
1.1	No. of years in ISP business.	5			
1.2	Total No. of similar orders executed in last 3 years.	5			
1.3	Financial turnover and profitability in last 3 years.	5			
2	Skills strength of the bidder			25%	
2.1	No. of technically qualified staff - All India	5			
2.2	No. of point of presence (PoP) in the cities as per annexure -I	5			
2.3	Total length of Fibre/RF network on Pan-India basis.	7			
2.4	Network monitoring tools and technique used for link monitoring and event correlation.	8			
3	Technical skill set to deliver the scope of work			20%	
3.1	Technical description and documentations submitted for complete scope of work.	5			
3.2	Annual technical support description	5			
3.3	Acceptance of all tender terms and conditions.	4			
3.4	Use of TEC approved active equipments.	6			

4	Service Level Agreement offer			20%	
4.1	End to end network availability (99.5%) (to be calculated on monthly basis) from customer router to ERNET PoP's router.	7			
4.2	Packet loss (<1%)	7			
4.3	Latency: (Max.) On Fibre - 20 ms (RTT) On RF - 60 ms (RTT)	6			
5	Project planning and implementation			20%	
5.1	Project planning methodology	4			
5.2	Comprehensiveness of project plan	4			
5.3	Adherence to rollout plan in their previous projects with ERNET /other govt. organizations. (client certificate required)	12			
<u>Scores :</u>					
1- 3 : Low, Difficult, Incomplete, does not meet requirement					
4-6 : Medium, Partially Complete, meets requirements with changes					
7-9* : High, Complete all the conditions, Fully meets the requirement					

* Bidders who get less than 70% score will not be treated as qualified technically.

15. Rejection & Return of Tender

- 15.1 ERNET India, reserves the right to reject any or part of Tender without assigning any reason. The documentation submitted by Bidders shall not be returned unless the Bidder explicitly states this request at the time of submission of their Tender. ERNET also reserves the right at its sole discretion, not to award any order under the Tender called.

ERNET shall not pay any costs incurred in the preparation and submission of any tender. ERNET will not pay any interest on the EMD amount.

- 15.2 If the Bidder gives wrong information in his Tender, ERNET reserves the right to reject such bid at any stage or to cancel the Contract, if awarded, and forfeit the Earnest Money.
- 15.3 Canvassing in any form in connection with the bids is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing are liable for rejection.
- 15.4 Should a Bidder have a relation or relations employed in the capacity of an officer of ERNET, the authorizing authority inviting bid shall be informed of the fact along with the bid, failing which ERNET, at its sole discretion, may reject the bid or cancel the contract and forfeit the Earnest Money.
- 15.5 Bids from agents without proper authentication from the manufacturers shall be treated as non-responsive.

16. Right to Accept or Reject the Tenders

- 16.1 The right to accept the bid in full or in part/parts will rest with ERNET. However, ERNET does not bind itself to accept the lowest bid and reserve itself the authority to reject any or all the bids received without assigning any reason whatsoever.
- 16.2 Tenders, in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non responsive and are liable to be rejected.
- 16.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 16.4 A bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.5 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

17. Earnest Money

- 17.1 The clause may be read as "The Earnest Money Deposit (EMD) would be Rs.5,00,000/- and should be contained in the Part I of the Bid. The EMD may also be furnished in the form of an irrevocable unconditional Bank Guarantee issued by any Nationalized/Scheduled Indian Bank in favour of ERNET India, New Delhi. The Bank Guarantee shall be valid for 180 days from the original date of opening of Part-I of the Tender Document.

- 17.2 The EMD of all unsuccessful Bidders will be returned only after the contract has been awarded to the successful Bidder (whose EMD will be retained).
- 17.3 The EMD of the successful Bidder will be returned after the bidder provides the performance guarantee, as required in clause. 18 of this section.
- 17.4 If the successful bidder fails to submit the performance guarantee and fails to enter into a contract with ERNET within 15 calendar days after the date of issue of notice of acceptance of bid, the EMD amount shall be forfeited and Bank Guarantee encashed.
- 17.5 Any Tender not accompanying with Tender fee and EMD will be considered non responsive and rejected. The public sector companies will not be exempted from submitting EMD until and unless they submit document pertaining to directives of Government of India in this regard in Part-I of the Tender.
- 17.6 No interest or any other expenses, whatsoever in regard to Bank Guarantee will be payable by ERNET on the EMD in any manner.

18. Performance Guarantee

- 18.1 The bidder, whose bid is accepted, shall submit the performance guarantee of 10% (Ten Percent) of the total price to ERNET in the form of an irrevocable and unconditional bank guarantee on a nationalized Indian bank, as per **Proforma attached as Annexure-IV** within 15 calendar days of the issue of letter of acceptance.
- 18.2 The guarantee amount shall be payable to ERNET in Indian Rupees without any condition whatsoever and the guarantee shall be irrevocable.
- 18.3 The performance guarantee shall be **deemed to govern the following guarantees** from the successful bidder, in addition to the other provisions of the guarantee:
- 18.4 The successful and satisfactory operation of the equipment supplied in accordance with the specifications and other relevant documents.
- 18.5 The equipment supplied shall be free from all defects and designs, material and workmanship and upon written notice from ERNET, the successful bidder shall fully remedy free of expenses to ERNET all such defects as developed under the normal use of the said equipment within the period of contract with the bidder.
- 18.6 The performance guarantee is intended to secure the performance of the entire equipment and services by the bidder. However, it is not to be considered as limiting the damages stipulated in any other clause.
- 18.7 The performance guarantee will be returned to the successful bidder at the end of the period of liability without interest.

19. Award of Contract

- 19.1 Subject to Clause 18, the Purchaser will award the Contract to the successful Bidder/s whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily. The Purchaser shall however not bind itself to accept the lowest or any bid and reserves the right to accept any bid, wholly or in part. It will not be binding on ERNET India to place purchase order for all the tendered items.
- 19.2 The acceptance of the Tender will be intimated to successful bidder by ERNET either by the e-mail/fax or by letter of like means.
- 19.3 ERNET shall be the sole judge in the matter of award of contract and the decision of ERNET shall be final and binding.
- 19.4 Although due considerations would be made to follow the order ratio, since it is envisaged to have one operator per POP normally at most of the existing ERNET POPs as far as possible, the POPs would be allocated to the successful bidders based on their strength and reachability in that area.

20. Purchaser's Right to Vary Quantities at the time of Award

- 20.1 The Purchaser reserves the right at the time of award of Contract to increase or decrease the quantity of goods and services specified in the Schedule of Requirements without any change in price or other terms and conditions.

21. Standard Conditions

- 21.1 Standard printed conditions of the bidder, if simply attached to the offer, will not be acceptable. Any deviation or departure from the provision of the Tender conditions must be clearly brought out. Unless specifically brought out, the offer shall be considered to comply in every respect with the terms and conditions contained in the Tender.
- 21.2 The bidder shall quote the rates in English language and international numerals. The rates shall be in whole numbers. These rates shall be entered in figures as well as in words. **For the purpose of the Tender, the metric system of units shall be used. The rates quoted by the bidder in item rate Tenders, will be the correct basis and not the amount worked out by them. The rates quoted in words will be accepted.**
- 21.3 **The prices should be quoted in Indian Rupees.**
- 21.4 All entries in the bid shall either be typed or be in ink. Erasures without proper attestation by the Authorized Attorney shall render such bids liable to summarily rejection. All cancellations and insertions shall be duly attested by the bidder.
- 21.5 Bidder's offers, remarks and deviations shall be with reference to sections and clause numbers given in the Tender schedules.
- 21.6 **All prices should be quoted as final. No commercial negotiations shall be held after opening of financial offer.**

21.7 Any bid received by the Purchaser after the last date & time for receipt of the bids prescribed in the tender, will be rejected and/or returned unopened to the Bidder.

22. Address for Correspondence

22.1 The bidder shall designate the official mailing address and place to which all correspondence shall be sent by the Purchaser.

23. Liquidated Damages and Penalties

If there is any delay in the implementation of the system due to bidder's fault from schedule furnished by the bidder and accepted by ERNET India, ERNET India will recover 2% on the total cost of the project from the bidder for each week of delay. This recovery will be subject to an upper limit of 10%. At the end of the 5-week period the order will be cancelled and all committed payment terms from ERNET India's side stands abrogated.

24. Force Majeure

24.1 ERNET may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the contractor's control, subject to what is stated in the following sub paragraphs and to the procedures detailed there in being followed. Force majeure is defined an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotions and strikes (only those which exceed a duration of ten continuous days) at successful bidder's factory. The successful Bidder's right to an extension of the time limit for completion of the work in above mentioned cases, is subject to the following procedures:

- a) That within 10 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the bidder informs the ERNET in writing that the bidder considers himself entitled to an extension of the time limit.
- b) That the successful bidder produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- c) That the successful bidder proves that the said conditions have actually been interfered with the carrying out of the contract.
- d) That the successful bidder proves that the delay occurred is not due to his own action or lack of action

24.2 Apart from the extension of the time limit, force majeure does not entitle the successful bidder to any relaxation or to any compensation of damage or loss suffered.

25. Arbitration and Laws

- 25.1 Except, where otherwise provided for in the contract, all questions and disputes relating to the meeting of the specifications, designs, 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 contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be settled within thirty (30) days (or such longer period as may be mutually agreed upon) from the date that either party notifies in writing that such dispute or disagreement exists, shall be settled under the Rules of India Arbitration and Conciliation Act, 1996. The venue of Arbitration shall be New Delhi, India. The arbitration resolution shall be final and binding upon the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.
- 25.2 This contract shall be governed by the Indian laws.

26. Assignment

- 26.1 The Bidder shall not assign, in whole or in part, its obligation to perform under this contract, except with the Purchaser's prior written consent.

27. Sub-Contract

- 27.1 The bidder shall notify the Purchaser in writing of all sub-contracts awarded under the contract, if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the bidder from any liability or obligation under the contract.

28. Delays in the Bidder's Performance

- 28.1 Delivery of the goods and performance of service shall be made by the bidder in accordance with the time schedule specified by the Purchaser in its Schedule of Requirements.
- 28.2 An un-excused delay by the bidder in the performance of its delivery obligations shall render the bidder liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.
- 28.3 If at any time during performance of the Contract, the bidder or its sub-contractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the bidder shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, the Purchaser shall evaluate the situation and may at its discretion extend the bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

29. Termination for Insolvency

29.1 The Purchaser may at any time terminate the Contract by giving written notice to the bidder, without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

30. **Termination for Convenience**

30.1 The Purchaser may by written notice sent to the bidder, 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 work under the Contract is terminated, and the date upon which such termination becomes effective.

30.2 The Purchaser can terminate the service agreement by giving three months notice in advance to other party. In case, the bidder stops service without notice, ERNET has right to encash the bank guarantee.

31. **Termination for Default**

31.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the Contract in whole or in part.

(a) If the bidder fails to deliver any or all of the services / goods within the time period specified in the Contract, or any extension thereof granted by the Purchaser.

OR

(b) If the Bidder fails to perform any other obligation(s) under the Contract.

31.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 33.1 the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, and the bidder shall be liable to the Purchaser for any excess costs for such similar goods. However, the Bidder shall continue performance of the Contract to the extent not terminated.

32. **Price Fall**

32.1 The prices charged for the different data rate slabs of local loop and services supplied under the Contract by the bidder shall in no event exceed the lowest price at which the bidder sells the same slabs of local loop and services or offers to sell identical services to any persons/ organizations including the purchaser or any department of the Central or State Government or any undertaking of the Central or State Govt. as the case may be during the duration of the Contract.

32.2 If any time during the said period the bidder reduces the sale price, sells or offers to sell local loop and services to any person/ organization including the Purchaser or any department of State or Central Govt. or any department of a State Govt. for statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the Contract, he shall forthwith notify such reduction of sale or offer to sell to the Purchaser and the price payable under the contract for the

bandwidth and services supplied after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.

33. PATENTS, SUCCESSFUL BIDDER'S LIABILITY & COMPLIANCE OF REGULATIONS

33.1 Successful bidder shall protect and fully indemnify the ERNET from any claims for infringement of patents, copyright, trademark or the like.

33.2 Successful bidder shall also protect and fully indemnify the ERNET from any claims from successful bidder's workmen/employees, their heirs, dependance, representatives etc or from any other person(s) or bodies/companies etc. for any act of commission or omission while executing the order.

33.3 Successful bidder shall be responsible for compliance with requirements under the laws and shall protect and indemnify completely the ERNET from any claims/penalties arising out of any infringements.

34. Submitting Bid in Consortium

34.1 A bidder can submit bid in consortium. In such case, the Prime bidder should meet all the terms and conditions and qualifying criteria of the tender.

35. Purchase Preference for PSU

35.1 ERNET India does not have any directive for purchase preference for PSU.

36. Validity of the Bid and Price Variation

36.1 The financial quote should be firm and valid for a period of 180 days from the date of opening of the bid.

37. Contract Negotiation

37.1 At the completion of the selection process, ERNET India will enter into rate contract with the successful bidder. The final contract would be in a format as follows. The following documents would be included as attachments to the final contract:

- This Request for Proposal
- The bidder's proposal in response and clarifications made in course of the evaluation, including all annexure and supporting documents.
- An implementation plan identifying the tasks to be completed, the assigned responsibilities, and the scheduled completion dates.
- The successful bidder(s) will abide by the price terms for 180 days.

38. Unsatisfactory Performance

38.1 The Parties herein agree that ERNET India shall have the sole and discretionary right to assess the performance(s) of the bidder components(s), either primary and or final, and ERNET India, without any liability whatsoever, either direct or indirect, may reject the

system(s) component(s) provided by the bidder, in part or in its entirety, without needing to offer any explanation to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not be to the acceptance of ERNET India. The bidder covenants to be bound by the decision of ERNET India without any demure in such an eventuality.

39. Delivery Time Schedule

- 39.1 The bidder shall be responsible for setting-up, installation and delivering of network services as ordered at all the sites and for making them fully operational at no additional charge **within 8 weeks from the date of placement of the purchase order.**
- 39.2 If the bidder fails to deliver and/or install all the equipment ordered within the stipulated time schedule or by the date extended by ERNET, it will be construed as a breach of contract and suitable Liquidated Damages would be levied.
- 39.3 Appropriate insurance to cover the equipment for the transit period and till the time of its acceptance by ERNET India at the respective site is to be taken by the bidder. At the sole discretion of ERNET India, there will be an acceptance test conducted by the bidder in presence of ERNET India officials and/or its nominated consultants after installation of complete equipment/ network services. In case of serious discrepancy in hardware/software supplied and / or network service offered. ERNET India may cancel the entire purchase order and return the equipment back to the bidder at bidder's costs and risks.
- 39.4 This is a time bound and high priority project. It must be understood that the bidder has made the proposal after fully considering all such factors, which may have any bearing on the time schedule. The bidder will be required to supply, install and enable services at all the locations **within 8 weeks** from the date of placement of purchase order.

40. Installation and Acceptance

- 40.1 The local loop bandwidth must be supplied in full as per ordered specifications. Testing and acceptance will be done at ERNET PoP and the user institutes where the bandwidth is installed. ERNET India reserves the right to reject the order if it is not conforming to the approved specifications. No payment will be made for the rejected services /items.
- 40.2 ERNET would be carrying out tests to see if the integration has happened with ERNET's infrastructure and the desired services and QoS have been successfully implemented by the service provider. The tests will check for trouble-free operation of the complete system. (Latency, Packet drop and connectivity tests with extended ping, Jitter test and bandwidth availability test by dummy loading.) Ernet also reserves the right to use any industry standard tool (s) to test the above, if required. Since the nodes would be interdependent the service operator should be willing to provide testing and integration period of atleast a month for the complete migration and roll out of the services. There shall not be any charges payable by ERNET during this period. ERNET will start billing the system on successful completion of the above acceptance tests.

41. Service during the Contract Period

- 41.1 The Tender(s) of those bidder(s) who do not have adequate facilities and capabilities to provide comprehensive maintenance support during the contract period shall be summarily rejected.

42. Payment Terms

- 42.1 Payment shall be made by ERNET India to the selected Bidder quarterly in advance on per link basis. However, payment shall be made only after the successful execution and acceptance of all the links and submission of performance Bank Guarantee (PBG) as mentioned in the tender.
- 42.2 A pre-receipted bill shall be submitted (two copies) in the name of ERNET India for the respective location mentioned in the Purchase Order at the beginning of the service of every Quarter (Jan-Mar, Apr-Jun, Jul-Sept, Oct-Dec).
- 42.3 Any deduction from the payment due to non-compliance of the SLA parameters will be adjusted from the next payment due or PBG based on the ERNET decision.

43. Confidentiality of Information

- 43.1 This document contains information confidential and proprietary to ERNET. Additionally, the bidder will be exposed by virtue of the contracted activities to internal business information of ERNET, affiliates, and/or business partners. Disclosure of receipt of any part of the afore mentioned information to parties not directly involved in providing the services requested could result in the disqualification of the bidder, pre-mature termination of the contract and/or legal action against the bidder for breach of trust.
- 43.2 No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent from ERNET. Reproduction of this RFP, without prior written consent of ERNET, by photographic, electronic, or other means is prohibited.

44. Disclaimer and Liabilities of ERNET India

- 44.1 Request for Proposal (RFP) is not an offer by ERNET, but an invitation for bidder responses. No contractual obligation on behalf of ERNET India whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of ERNET and the bidder(s).

45. RFP Ownership

- 45.1 The RFP and all supporting documentation/ templates are the sole property of ERNET India and should NOT be redistributed without the prior written consent of ERNET. Violation of this would be a breach of trust and may inter-alias cause the bidder to be irrevocably disqualified. The above-mentioned material must be returned to ERNET India when submitting the bidder proposal, or upon request. In case the bidder is not interested in responding to the RFP, the RFP documents and any appendices must be returned to ERNET immediately.

46. Intellectual Property

- 46.1 The proposal and all supporting documentation submitted by the bidder shall become the Intellectual Property of ERNET and it shall retain all material unless the bidder specifically requests, in writing, that the proposal and documentation be returned after taking copies.

47. Bidder Utilization of know-how and Personnel for Competitors

- 47.1 ERNET will request a clause that prohibits the bidder from using its personnel and any information or know-how gained in this contract, if awarded, for another organization whose business activities are similar in part or in whole to any of those of ERNET anywhere in the country without prior written consent of ERNET.

48. Merger/ Acquisition of Bidder

- 48.1 In the event of the bidder's company or the concerned division of the company being taken over/bought over by another company, all the obligations under the agreement with ERNET should be passed on for compliance to the new company in the negotiations for their transfer.

49. Project Implementation and Management

- 49.1 A detailed project implementation schedule should be provided, clearly mentioning the various stages of implementation and the milestones thereof. Since the project involves multiple locations, networking and responsibility of running all the services(Data, Voice and video) on the newly commissioned network and its final integration with ERNET infrastructure. Processes involved in project management should be clearly mentioned and should include the following:

- Project Plan
- Project management
- Single point of contact
- Fortnightly reports
- Backup arrangements and procedures
- Technical support at all locations
- Process for adding new nodes, upgrading and purchasing

The process and standard operating procedures involved in making configuration changes and technical support should be mentioned. Backup arrangements for all the technical operations and management should be made available.

The provider should clearly mention the expected roles and responsibilities of user institute's Management personal and the expected roles and responsibilities of ERNET networking staff.

50. Duration of the Order

50.1 **The duration of the order would be valid for a max. of three(3) years with an annual reduction of 15% (of the current year cost) on the recurring local loop charges after the completion of every year from the date of final acceptance letter issued by ERNET India.** The Bidder must note that after acceptance of the link and connectivity up-to end location on the required speed by ERNET, it has to be kept operational for 3 year if ERNET wants so. The order can be further extended by another two years on mutual consent.

51. Any other Information

51.1 In addition to the information desired in the terms and conditions as well as in technical bid, the Bidder may provide any other information/description like features, performance Figures specified/indicated along with supporting documents/calculations.

52. Miscellaneous

52.1 ERNET India reserves the rights to give repeat orders with the same terms & conditions as agreed from the first order itself for the complete duration of the project on the prevailing prices of that year.

53. Order Cancellation

53.1 ERNET reserves its right to cancel the order in the event of one or more of the following situations:

- (a) Delay in installation beyond 8 weeks from the date of acceptance of Purchase Order. However under extraordinary circumstances, the installation period can be extended if ERNET is satisfied that there is a genuine case.
- (b) SLA parameters are not being met continuously for 3 Months.
- (c) Uptime of any link drops below 80% in any month.
- (d) In addition to the cancellation of purchase order, ERNET reserves the right to appropriate the damages from the EMD given by the bidder or foreclose the Bank Guarantee given in lieu of EMD and/or foreclose the bank guarantee given by the supplier against the advance payment.

SECTION – C

SCOPE OF THE TENDER

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SECTION - C

SCOPE OF THE TENDER

1. Scope of Work

- 1.1 Bidders are required to provide Point-to-point leased circuits (local loop) to connect ERNET customers from ERNET PoP at Delhi and Mumbai. For detailed technical requirements bidder needs to refer Section E.
- 1.2 The Bidder must provide Ethernet over RF/ Fiber connectivity. (For locations of 2 & 4 Mbps the last mile can be on fibre/ RF/ copper.)
- 1.3 Also in case of upgrade beyond 4 Mbps, the service provider will migrate the link to fiber within 8 weeks (however an extension of 4 weeks can be given on mutual consent and site condition as per ERNET evaluation) from the date of placement of up-gradation order.
- 1.4 It is the responsibility of the successful bidder to get the necessary permission from user and the local government agencies/regulatory bodies for erection of RF tower & implementation of RF connectivity to provide the ordered bandwidth to the user.
- 1.5 To provide dedicated error-free layer 1 circuit.
- 1.6 To connect and integrate with the existing user LAN (Router Port)
- 1.7 ERNET will ask for feasibility of individual links from the successful service provider before placing the final order. The above is subject to the condition that service provider must not give more than 20% sites as non-feasible out of the total given sites in any single quarter. Also all the feasibility reports should be submitted within two weeks from the date of feasibility request from ERNET side, incase no communication receives within such period than the site is deemed to be non feasible.

2. Deliverables

- 2.1 Committed connectivity to nodes on end to end through connecting ERNET customer to the Nearest ERNET PoP.
- 2.2 Supply, installation, integration with customer network and maintenance of network and equipments including CPE equipment at all locations.
- 2.3 Adherence of Service Level Agreement.
- 2.4 The point to point leased circuit should support both IPv4 as well as IPv6 traffic.

SECTION – D

**PRE-QUALIFYING / ELIGIBILITY CRITERIA FOR
RESPONSIVENESS OF BID**

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SECTION - D

PRE-QUALIFYING / ELIGIBILITY CRITERIA FOR RESPONSIVENESS OF THE BID

1 The criteria for Pre-Qualifying for Responsiveness of Offers, shall be as follows

S. No.	Description	Compliance (YES/NO)	If yes, give detailed supportive documents & its Reference Page No.
1	Tender fee (as per clause 3 – Section-B) and Earnest Money Deposit (EMD) as per clause 17 – Section – B of the tender should be submitted.		
2.	Bidder should be a registered company under company registration act 1956 or registered society under society registration act 1860.		
3.	The bidder should have its local offices in ERNET PoP locations with technical service centre having technical employees for providing quick response and better coordination with Ernet PoP.		
4.	The bidder should have own Network operating center (NOC) with DR facility in different seismic zones for trouble shooting round the clock to ensure uninterrupted services. The Network management centre should work proactively towards network monitoring & management.		
5.	Bidder should have similar work experience of 7 years from the date of release of this tender. “Similar work may include experience of LL OR MPLS work for the period mentioned in the tender.”		
6.	The bidder should not have been blacklisted in the past from any Central/State Government organization/undertaking across India. An undertaking in this regard should be submitted by the bidder.		
7.	Bidder should submit order copies from their customer whom bidder has provided services of the following nature. One order should be for connecting at least		

	150 locations OR two order for connecting at least 100 locations each OR three orders for connecting at least 75 locations each. Order copies and their Letter of Execution / Completion Certificate should be submitted as documentary proof for the same. Out of the submitted order copies atleast one should be from existing customer of bidder means whom the bidder is providing the ordered services on the date on submission of this bid.		
8.	The bidder should submit order copies and their respective Letter of Execution / Completion Certificate from their customers to whom the vendor is providing similar services of at least one order worth of INR 1.5 crores OR two order each of worth INR 1 crores OR three orders each of worth INR 0.75 crores.” Order copies and their Letter of Execution / Completion Certificate should be submitted as documentary proof for the same. Out of the submitted order copies atleast one should be from existing customer of bidder means whom the bidder is providing the ordered services on the date on submission of this bid.		
9.	The Vendor's shall have ISO 9001:2000 certificate & ISO 27001:2005 Certificate		
10.	The bidder should be a profit making company from the last 3 consecutive years and have Annual Turnover for the last three financial Years i.e. 2007-08, 2008-09 and 2009-10 should be minimum Rs. 200 Crores.		
11.	The Bidder should be an Class A Internet Service provider and should have its own NLD backbone network and National Long Distance (NLD) license from Dept. of Telecommunication, Ministry of Communication and Information Technology, Govt. of India.		
12.	The Bidder should have All India toll free number for customer care.		

Similar Order means “composite order of Supply, Installation, Integration & Commissioning of Point-to-Point lease line (Local Loop) links at various customer locations on RF/fibre with SLA parameters

1. It is hereby confirmed that we have understood the terms and conditions of the tender and have thoroughly examined specifications and are thoroughly aware of the nature of goods required and our offer is to supply goods strictly in accordance with the

requirement and terms and conditions of the tender. We agree to abide unconditionally to all the terms and conditions of the tender.

2. We understand that in case of any wrong declaration or concealment of fact, ERNET India reserves the right to disqualify or terminate the order / contract at any stage on the cost and expense of bidder.

(Signature and seal of Manufacturer/Bidder)

Dated _____ 2012

SECTION – E

TECHNICAL REQUIREMENTS

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SECTION - E

TECHNICAL REQUIREMENTS

1. Scalability

The ability to build in a high degree of future proofing, enabling provision of additional capacity, potentially at short notice, to cope with the demands of research projects in particular. The equipments should provide IPV4 and IPV6 in hardware from day one without any performance penalty and should support IPv4/IPv6 dual-stack platform.

2. Resilience/Reliability

Active equipments used in the network should be TEC approved so as to make the network reliable and maintains no single point of failure.

3. Network Monitoring and Measurement Services

The bidder must be able to provide real-time information about network performance and usage of network by each user institute. To achieve the same bidder should install network monitoring tool in ERNET POP to measure SLA parameters.

4. Other Requirements

4.1 Network Manageability

- Network Management through well-known NMS should be carried out in distributed fashion and also reported to central NMS.
- View options for network management and control should be provided to ERNET.
- Management of Layer 3 level details should be maintained and should be provided to ERNET upon request.
- Network monitoring system could be based on technologies like SNMP v3,v2,v1.
- The NMS shall support automatic event correlation, on events arising due to any of the following: Frame Relay, Pair Wise events (ex: link up/down), Chassis Intermittent status, Node interface, Multiple reboot, De-duplication, Physical address mismatch, Authentication failure, Connector down, Scheduled maintenance.
- Product should be able to update router configuration changes like re-indexing of ports, addition / deletion of ports on Network Map with each polling cycle without rediscovery of complete network/individual device.
- The bidder shall provide web based monitoring tools which should provide report on real time latency, packet drop, and availability of bandwidth and reports on network utilization, downtime, performance, packet drops, Jitter, link status, accounting information, configuration changes, etc should be provided on regular basis (weekly,

fortnightly, monthly and yearly). The Bidder should generate reports based on special request and parameters if required.

- Must be able to identify how device resources are affecting network performance. And over and under-utilized links in the network.
- Bidder shall be responsible for supplying a suitable NMS with event co-relation tool and must be installed at ERNET PoPs. (Hardware will be provided by ERNET)
-

4.2 **Setting up of Customer Premise Equipment (CPE)**

- If required, bidder should supply, maintain and manage the Multiplexers, CPE, which includes L3 hardware (L3 switch/router) that is required for the User agencies to get Connected.
- Bidder should provide the exact single make & model of any hardware/software supplied/rented in their bid. Also the supplied router should support modular OS, IPv6, NATING/ PATING and capable of configuring from central PoP through pull configuration features.

5 **Service Level Agreement (SLA)**

5.1 **Conditions**

The Bidder must adhere to the following parameters to sign service level agreement:

5.1.1 Operation of Network - 24x7x365 basis

5.1.2 Each Circuit Uptime % on Monthly basis - 99.50%

5.1.3 Latency of data packets over point to point circuit. (max) -
On Fibre - 20 ms (RTT)
On RF - 60 ms (RTT)

(From Point A to Point B)

5.1.4 Average Time to Repair Link Failures - If the repair is of service nature then < 4 Hours. If the Repair/Replacement of CPE/MUX is required (as per ERNET observation) then - 12 hours.

(MTTR from each link until CPE)

5.1.5 Packet loss on each link - < 1%

5.1.6 Average Maintenance Outage per month - One hour

(with prior notice and confirmation from ERNET)

5.1.7 Link Fail over/redundancy occurs - within 60ms

5.2 Calculation of Service Level Agreement

5.2.1 Link uptime: the guarantee Uptime of 99.50% of each circuit will be calculated separately on monthly basis.

5.2.2 Uptime Penalty in % of total Monthly payment:

>=99.50	0
> 99 to < 99.50	10
> 98.5 to < 99	20
> 98 to < 98.5	30
> 95 to < 98	50
> 90 to < 95	70
< 90 % -----	100

1. Down time due to the following situations will not be considered for the purpose of penalty calculation for downtime:

- a). Link down due to power failure and CPE (Customer Premises Equipments) switch off at the respective locations.
- b). Scheduled maintenance by the vendor, with prior intimation to ERNET India.

5.2.3 Latency: Latency will be randomly checked on daily basis from ERNET Node to each institute connected. In case of non-adherence of SLA latency limit, the link will be considered as down with effect from time of detection till the time the SLA latency limit is restored.

5.2.4 MTTR, Packet loss and Link failover will be calculated from NMS installed at ERNET side.

5.3 Procedure for Fault Booking, its Escalation and Help Desk

5.3.1 Bidder must set up adequately manned Help Desk to enable user institution for fault booking and any operational problem pertaining to network. The Help Desk must operate on 24x7x365 basis. The Help Desk must keep a full record of fault / complaint booked and action taken in respect of each complaint.

Bidder to provide the prescribed fault booking, escalation chart & operational procedure in detail to enable ERNET and its Users Institutions to book the complaint on a pre-assigned number. Bidder should provide alternate arrangement in case of emergency. Status/fault report generated by the ERNET's NMS (to the extent provided by the system) shall be taken as reference in situations where there is ambiguity about the timing and nature of fault.

A fault docket number shall be provided on booking of complaint, and the same shall be relayed by electronic mail/SMS etc

5.4 Restoration of Faults

On receipt of complaint, Bidder shall make best efforts to localize the fault and restore the same at the earliest. The user institution shall provide all necessary support for enabling testing of the circuit. Circuit shall be presumed to be restored when the Bidder has tested the circuit to the satisfaction of ERNET. The fault duration shall be accounted accordingly. It will be the responsibility of the Bidder to show proper working of circuit on end to end basis through use of test instruments by sending test data while at the same time keeping the bit error rate within limits. The link will be treated as restored as soon as Bidder is able to show end to end loss free clean data transfer using test instruments.

SECTION – F

ANNEXURES

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Annexure-II

PRICE BID FORMAT

S. No.	B/w (Mbps)	Distance in kilometer Radius	One Time Installation Charges (INR) Unit Price (A)	Annual Recurring B/w Charges (INR) Unit Price (B)	Annual recurring CPE Router Leased / Rental per unit Charges (INR) Unit Price (C)	Total Price Per Annum without Taxes (INR) (D) =(A+B+C)}	Taxes such as Service Tax, etc (INR) (E)	Total Price Per Annum (INR) (F) =(D+E)
1.	1	5						
		10						
		15						
		20						
		30						
		40						
		50						
		75						
		100						
		200						
		300						
		400						
		500 & Above						
2.	2	5						
		10						
		15						
		20						
		30						
		40						
		50						
		75						
		100						
		200						
		300						
		400						
		500 & Above						
3.	4	5						

		10					
		15					
		20					
		30					
		40					
		50					
		75					
		100					
		200					
		300					
		400					
		500 & Above					
4.	6	5					
		10					
		15					
		20					
		30					
		40					
		50					
		75					
		100					
		200					
		300					
		400					
		500 & Above					
5.	8	5					
		10					
		15					
		20					
		30					
		40					
		50					
		75					
		100					
		200					
		300					
		400					
		500 & Above					
6.	10	5					

		10						
		15						
		20						
		30						
		40						
		50						
		75						
		100						
		200						
		300						
		400						
		500 & Above						
7.	12	5						
		10						
		15						
		20						
		30						
		40						
		50						
		75						
		100						
		200						
		300						
		400						
		500 & Above						
8.	14	5						
		10						
		15						
		20						
		30						
		40						
		50						
		75						
		100						
		200						
		300						
		400						
		500 & Above						
9.	16	5						

		10						
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		50						
		75						
		100						
		200						
		300						
		400						
		500 & Above						
10.	20	5						
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		40						
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		75						
		100						
		200						
		300						
		400						
		500 & Above						
11.	24	5						
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		15						
		20						
		30						
		40						
		50						
		75						
		100						
		200						
		300						
		400						
		500 & Above						
12.	34	5						

		10					
		15					
		20					
		30					
		40					
		50					
		75					
		100					
		200					
		300					
		400					
		500 & Above					
13.	45	5					
		10					
		15					
		20					
		30					
		40					
		50					
		75					
		100					
		200					
		300					
		400					
		500 & Above					
14.	100	5					
		10					
		15					
		20					
		30					
		40					
		50					
		75					
		100					
		200					
		300					
		400					
		500 & Above					
GRAND TOTAL in 1st YEAR							

Important Note:

- 1. The grand total will be used for calculation of L1.**
- 2. The above unit rates will be applicable for any location for the period of 1st year.**
- 3. CPE Router is optional and would be ordered by ERNET in customer locations where required. It needs to be IPv6 enabled and support PAT/NAT and secondary IP on LAN port.**

The price format should be appended with following text.

3. It is hereby confirmed that we have understood the terms and conditions of the tender and have thoroughly examined specifications and are thoroughly aware of the nature of goods/services required and our offer is to supply goods/services strictly in accordance with the requirement and terms and conditions of the tender. We agree to abide unconditionally to all the terms and conditions of the tender.
4. We hereby offer to supply the bandwidth/services/goods detailed above or such portion thereof as you specify in the purchase order at the price quoted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of bid.

(Signature and seal of Manufacturer/Bidder)

Dated _____ 2012

Annexure-III

PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with stamp Act)
(The non-judicial stamp paper should be in the name of issuing Bank)

(As per clause nos. 16 of Section – A and 14 of Section - D)

Bank Guarantee No.....

Ref.....

Date.....

To

ERNET India
Department of Information Technology
10th Floor, Jeevan Prakash Building,
25, K.G.Marg,
New Delhi – 1100 01

Dear Sirs,

In consideration of the ERNET India, Department of Information Technology (hereinafter referred as the '**Owner**', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s

.....(herein referred to as the '**Contractor**', which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators executors and assigns), a Contract Bearing No.....dated..... valued at -----
--for.....and the Contractor having (scope of Contract) agreed to provide a Contract Performance of the entire Contract equivalent to(-----per cent) of the said value of the Contract to the Owner.

Wehaving its (Name & Address) Head Office at.....(hereinafter referred to as the '**Bank**', which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all money payable by the Contractor to the extent ofas aforesaid at any time up to(day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the owner the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Contractor or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in then or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course of or remedy or security available to the Owner. The Bank shall not be relieved of its obligations under these presents by any exercise by the owner or by any other matters or thing whatsoever which under law would, but for this provision, have the affect of relieving the Bank. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractors liabilities.

Notwithstanding anything mentioned herein above our liability under this guarantee is restricted to Rs.....and it shall remain in force up to and including shall be extended from time to time for such period), as may be desired by M/son whose behalf this guarantee has been given.

WITNESS

BANK

Signature.....

Signature.....

Name.....

Name------(Bank's Rubber Stamp)

Official address.....

Designation with Bank Stamp

Attorney as per Power of
Attorney No.....

Date.....