

ERNET's Response to the Vendors Queries for Tender No. EI-D/Tech/49-1/2013 (Pt.), on the Subject "Tender Document for Provisioning of Internet lease Line through Service Provider PoPs to the ERNET's User Location "			
S.No.	Clause No.	Description of the Tender Clause	ERNET Reply
1	Section B, Clause 3.1	Last date of bid Submission	<b>The last date of bid submission may be read as:</b> "Upto 3:00 PM on 31.01.2014 and <b>Opening of Technical Bid</b> at 03:30 PM on 31.01.2014"
2	2.1	<b>Complied' or 'Not Complied'</b> shall be given against each statement and specification of Tender Form - The compliance statements should be supported by documentation / certificates	<b>Explanation of the clause:</b> "Bidder has to explicitly mention all the deviation against each of the clause and also submit a consolidate sheet of deviation".
3	4.1	Undertaking for bid validity	<b>Explanation of the clause:</b> "Bidders has to give the undertaking in their own format".
4	Section B, Clause 8.3.1	The list at Annexure-I is indicative and the tentative consolidate volume of 1.5 GB Bandwidth will be ordered in a complete span of contract duration. However, ERNET reserves the right to decrease/increase the bandwidth and/or deletion/addition of number of nodes.	<b>Tender/ RFP is self explanatory in terms of its scope.</b> "Kindly note that ERNET is a service provider with its every growing & changing customers, thus cannot be specified. Please note that this is a proposed flat rate contract for specified bandwidth slab".
5	Section B, Clause 8.3.2	Although the total price quoted by the bidders in the price format given at Annex. – III would be used to determine L1, the successful bidder/s would be required to match the lowest (L1) price in all data rate slabs offered by the other successful bidders.	<b>No Change.</b>
6	Section B, Clause 8.3.3	To have better reachability and redundancy, ERNET will award the complete work between L1, L2 and L3 in the ratio of 50:30:20 (to the approximation possible) on the final L1 rates. In case of only two successful bidders the complete order will be awarded in the ratio of 70:30 with other terms and conditions remains the same. The ratio proportion will be evaluated at the complete of every year of service and accordingly be readjusted subject to technical feasibility and service performance.	<b>Explanation of the clause:</b> "At any given point of time ERNET will ask for feasibility of all available sites from all the successful bidders irrespective of their position. However the order will be placed in the ratio mentioned in the tender subject to feasibility status".

7	Section B, Clause 14.3 (The Parameter for evaluating the Technical scores are as under), Pt. 1.2	100 – 300 Cr. ---5 marks Above 200 Cr. – 7 marks	<b>The clause may be read as:</b> " Annual turnover in each of last 03 financial years. > 50 Cr. --- 2 marks 100 – 200 Cr. --- 5 marks Above 200 Cr. – 7 marks".
8	Section B, Clause 14.3 (The Parameter for evaluating the Technical scores are as under), Pt. 1.3	No. of govt. client to whom Internet Lease line / MPLS Connectivity services is being provided	<b>Explanation of the clause:</b> "Order copies along with their letter of execution / completion certifications received from govt. departments/ organisations in last 03 years to be provided".
9	Section B, Clause 14.3 (The Parameter for evaluating the Technical scores are as under), Pt. 2.3	Total no. of Internet LL nodes operational as on date	<b>Explanation of the clause:</b> "Nodes means no. of links".
10	Section B, Clause 14.3 (The Parameter for evaluating the Technical scores are as under), Pt. 3.3	Acceptance of all tender terms and conditions other than pre-qualifying and basic terms & condition.	<b>Tender/ RFP is self explanatory w.r.t its terms and conditions.</b>

11	Section B, Clause 14.3 (The Parameter for evaluating the Technical scores are as under), Pt. 4.1	End to end network availability (99%) (to be calculated on monthly basis) with respect to ERNET router at PoP with remote teleport of bidder	<b>The clause may be read as</b> “ Network availability (99%) (to be calculated on monthly basis) from CPE to Internet gateway of bidder/ Service provider. >=99% -- 4 marks < 99% – 0 marks"
12	Section B, Clause 14.3 (The Parameter for evaluating the Technical scores are as under), Pt. 4.2	Packet loss (<1%)	<b>No Change.</b>
13	Section B, Clause 14.3 (The Parameter for evaluating the Technical scores are as under), Pt. 4.3	Latency of less than 300 msec. from ERNET router to submarine cable teleport	<b>The clause may be read as</b> “Latency of less than 50 msec. from CPE router to Internet gateway of the bidder in India and less than 300 msec from Internet gateway of the bidder to the popular websites hosted in Europe/ USA.

14	Section B, Clause 14.3 (The Parameter for evaluating the Technical scores are as under), Pt. 5.1	Comprehensiveness Project planning methodology	<b>Explanation of the clause:</b> "This being a rate contract tender, a tentative project plan methodology based on given project scope will be accepted".
15	Section B, Clause 14.3 (The Parameter for evaluating the Technical	Use of TEC approved active devices and Network management tools deployed  CPE Router - TEC Approved	<b>Explanation of the clause:</b> "Bidder has to ensure use of TEC approved active devices for ERNET setup only".
16	Section B, Clause 14.3 (The Parameter for evaluating the Technical	Adherence to rollout plan in previous project done for ERNET.	<b>No Change. Tender/ RFP is self explanatory.</b>
17	Section B, Clause 18.4 & 18.5	<b>18.4</b> The successful and satisfactory operation of the equipment supplied in accordance with the specifications and other relevant documents.  <b>18.5</b> The link / network commissioned 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	<b>No Change.</b>
18	Section B, Clause 20.1	Purchaser's Right to Vary Quantities at the time of Award	<b>Tender/ RFP is self explanatory w.r.t its terms and conditions.</b>

19	Section B, Clause 21.3	In the event of breach of contract as indicated in tender or termination or suspension of services/ network, ERNET may impose a penalty of Rs. 1,00,000/- per day or part thereof for the period of disconnection. Apart from financial penalties, ERNET reserves the right to blacklist the organization (Service provider) for next 3 years.	<b>Tender/ RFP is self explanatory w.r.t its terms and conditions.</b>
20	Section B, Clause 21.7	Prices should be quoted as final with no upward changes.	<b>No Change.</b>
21	Section B, Clause 23	<b>Liquidated Damages and Penalties</b> If there is any delay in the implementation of the link / network 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 specific purchase order 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.	<b>No Change.</b>
22	Section B, Clause 24	<b>Force Majeure:</b> 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 undeclared), 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:	<b>No Change.</b>

23	Section B, Clause 25.1	<b>Arbitration and Laws:</b> 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.	<b>No Change.</b>
24	Section B, Clause 26.1	<b>Assignment:</b> 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.	<b>No Change.</b>
25	Section B, Clause 27.1	<b>Sub-contract:</b> 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.	<b>No Change.</b>
26	Section B, Clause 28.1	<b>Delivery of link as per Schedule of Requirements:</b> Delivery of the link 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.	<b>Tender/ RFP is self explanatory w.r.t its terms and conditions.</b>
27	Section B, Clause 28.2	<b>Sanctions:</b> 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.	<b>No Change.</b>

28	Section B, Clause 30.1	<p><b>Termination for Convenience:</b> 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.</p>	No Change.
29	Section B, Clause 30.2	<p>The Purchaser can terminate the service agreement by giving two months notice in advance to other party. In case, the bidder stops service without notice, ERNET has right to encash the bank guarantee and further action under clause 21.3.</p>	No Change.
30	Section B, Clause 31	<p><b>Termination for Purchaser's default:</b> 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.</p> <p>(a) If the Bidder fails to deliver any or all of the links / service within the time period specified in the Contract, or any extension thereof granted by the Purchaser.</p> <p>OR</p> <p>(b) If the Bidder fails to perform any other obligation(s) under the Contract.</p>	No Change.
31	Section B, Clause 32	<p><b>Price Fall:</b> The prices charged for the bandwidth and services supplied under the Contract by the Bidder shall in no event exceed the lowest price at which the Bidder sells the bandwidth and services or offers to sell bandwidth and services of identical description to any persons/ organizations including the purchaser or any department of the Central or State Government or any statutory undertaking of the Central or State Govt. as the case may be during the currency of the Contract. Non-compliance to this will be treated as breach of contract.</p>	No Change.

32	Section B, Clause 32.3	In case whenever the bandwidth orders as per clause 8.3.1, gets increased by more than 100% at any point of time during the span of contract, an additional volume discount of 15% should be offered by the successful bidder(s) on the additional volume.	<b>Tender/ RFP is self explanatory w.r.t its terms and conditions.</b>
33	Section B, Clause 33.1	<b>Passing of Property:</b> CPE Ownership shall not be passed on to the Purchaser and will remain the property of service provider	<b>No Change.</b>
34	Section B, Clause 34.1	Successful Bidder shall protect and fully indemnify the ERNET from any claims for infringement of patents, copyright, trademark or the like.	<b>No Change.</b>
35	Section B, Clause 34.2 & 34.3	34.2 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.  34.3 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.	<b>No Change.</b>
36	Section B, Clause 39.1	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.	<b>No Change.</b>
37	Section B, Clause 40.1	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 10 weeks from the date of placement of the purchase order.	<b>No Change.</b>



38	Section B, Clause 40.2	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.	<b>Tender/ RFP is self explanatory.</b>
39	Section B, Clause 41.1	The bandwidth must be supplied in full as per ordered specifications. Testing and acceptance will be done at ERNET 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 items. The testing procedure includes: 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.	<b>The clause may be read as:</b> "The bandwidth must be supplied in full as per ordered specifications. Testing and acceptance will be done at ERNET 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 items. The testing procedure includes: Latency, Packet drop and connectivity tests with extended ping and bandwidth availability test by different possible means. ERNET also reserves the right to use any industry standard tool (s) to test the above, if required.
40	Section B, Clause 41.2	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. 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.	<b>The clause may be read as:</b> " ERNET would be carrying out tests to see if the ordered connectivity and bandwidth has being delivered successfully or not within a period of one week from the date of delivery confirmation from vendor side for acceptance or rejection of any link. The billing cycle will start after successful acceptance of individual links from ERNET side".
41	Section B, Clause 44.1	<b>Confidentiality of Information:</b> 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, premature termination of the contract and/or legal action against the Bidder for breach of trust.	<b>No Change.</b>

42	Section B, Clause 47.1	<b>Intellectual Property:</b> 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.	<b>No Change.</b>
43	Section B, Clause 48.1	<b>Bidder utilization of Know How:</b> 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.	<b>No Change.</b>
44	Section B, Clause 50.1	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 management of the whole MPLS network infrastructure is critical.	<b>The clause may be read as:</b> "A detailed project implementation schedule should be provided, clearly mentioning the various stages of implementation and the milestones thereof".
45	Section B, Clause 51.1	The duration of the contract would be valid for a max. of period of five (5) years with an annual reduction of 20% on the recurring charges after the completion of every service year from the date of final acceptance of respective link issued by ERNET India. The Bidder must note that after acceptance of the desired network architecture and connectivity up-to end location on the required speed by ERNET, it has to be kept operational for the duration of contract or any date mentioned in the termination notice to be issued from ERNET side. The order can be further extended by another six (6) months on mutual consent subject to acceptability of all tender terms and conditions.	<b>The clause may be read as:</b> "The duration of the contract would be valid for a max. of period of five (5) years with an annual reduction of 15% on the recurring charges after the completion of every service year from the date of final acceptance of respective link issued by ERNET India. The Bidder must note that after acceptance of the desired network architecture and connectivity up-to end location on the required speed by ERNET, it has to be kept operational for the duration of contract or any date mentioned in the termination notice to be issued from ERNET side. The order can be further extended by another six (6) months on mutual consent subject to acceptability of all tender terms and conditions".

46	Section B, Clause 53.1 (a)	<p><b>Order Cancellation:</b> ERNET reserves its right to cancel the order in part or whole in the event of one or more of the following situations:</p> <p>(a) Delay in installation beyond 10 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.</p> <p>(b) SLA parameters are not being met continuously for 3 Months.</p> <p>(c) Uptime drops below 80% in any month.</p> <p>(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.</p>	No Change.
47	Section B, Clause 54	<p>ERNET will ask for feasibility of individual links from the successful service providers 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 then the site is deemed to be non feasible. However the cases of non-feasible sites will also be accounted for the calculation of order ratio</p>	<p><b>The clause may be read as:</b> "ERNET will ask for feasibility of individual links from the successful service providers 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 failing which it will be treated as breach of contract. 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 then the site is deemed to be non feasible. However the cases of non-feasible sites will also be accounted for the calculation of order ratio".</p>

48	Section C, Clause 1.1	Bidders are required to provision Internet Lease Line to be terminated at ERNET user location through successful bidder's PoPs. The links will be ordered for the existing as well as new clients across India through the existing/ new PoPs at desired speed. For detailed technical requirements bidder needs to refer Section E. All the successful bidders shall provision to extend the monitoring node from their central PoP to ERNET's PoP at Delhi and Bangalore. However it is the prime responsibility of successful bidders to proactively monitor all the links for all the service related issues.	<b>The clause may be read as:</b> "Bidders are required to provision Internet Lease Line to be terminated at ERNET user location through successful bidder's PoPs. The links will be ordered for the existing as well as new clients across India through the existing/ new PoPs at desired speed. For detailed technical requirements bidder needs to refer Section E. All the successful bidders shall require to provide details of Web Portal wherein customer can log on thru credentials and view health of the links to monitor SLA parameters like link availability, utilization graph, uptime/downtime report, latency, etc. However it is the prime responsibility of successful bidders to proactively monitor all the links for all the service related issues".
49	Section C, Clause 1.2	Bidders shall be responsible for putting one router (to be provided by ERNET) at their central PoP for monitoring and traffic analysis purpose of ERNET. Bidder shall also be responsible for doing any configuration for any desired services to run on the delivered links/network.	<b>The Clause Stands Deleted</b>
50	Section C, Clause 1.3	The Bidder must provide Ethernet over RF/ Fiber connectivity. (For locations of 2, 4 & 6 Mbps the last mile can be on fibre/ RF.) All the links above 6 Mbps must be delivered on fibre only. However ERNET may relax the condition of last mile on fibre in exceptional circumstances subject to upper limit of around 20 % of total ordered circuits at any single point of time during the complete period of contract for single service provider. In case of future upgrades beyond 6 Mbps, the bidders had to bear additional one-time cost of migration to fiber	<b>The clause may be read as:</b> "The Bidder must provide Ethernet over Copper/ RF/ Fiber connectivity. (For locations of 2 Mbps the last mile can be on Copper/ fibre/ RF and for 4 & 6 Mbps the last mile can be on fibre/ RF) All the links above 6 Mbps must be delivered on fibre only. However ERNET may relax the condition of last mile on fibre in exceptional circumstances subject to upper limit of around 20 % of total ordered circuits at any single point of time during the complete period of contract for single service provider. In case of future upgrades beyond 6 Mbps, the bidders had to bear additional one-time cost of migration to fiber".
51	Section C, Clause 1.4	Successful bidder shall be responsible for getting 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. Bidder should take necessary safety measures for erection of tower or any other work carried out at user premises and will be held responsible for any loss or accident due to any lapse on such ground as may be decided by ERNET. Also bidder should be responsible for safety of the personnel employed for any work under this contract and / or any labour laws as may be applicable in the region.	<b>Explanation of the clause:</b> "Based on the written request of successful bidder along with feasibility report for RF link, ERNET will request user in writing for providing the space for erection of tower within their campus exclusively for their own use . However the end user reserves the right of refusal or may provide some alternate space if found suitable".

52	Section C, Clause 2.2	Supply, installation, integration with customer network and maintenance of network and equipments including CPE equipment at all locations.	<b>Tender/ RFP is self explanatory w.r.t its terms and conditions.</b>
53	Section C, Clause 2.4	Bidders should ensure internet connectivity/ browsing from one node to other nodes. For the purpose, bidder should be required to coordinate with ERNET team and end customer to ensure successful running of any desired services on the delivered network. Bidder shall be responsible for providing Internet bandwidth from their PoPs and be responsible for Internet dataflow up to end location. However ERNET will provide the Public IP pool for individual user links which needs to be announced / advertised by successful bidders for upstream communication.	<b>Explanation of the clause:</b> "It is the responsibility of successful bidders to allow Internet traffic flow for any services between any of the ERNET user locations connected on their own network. Also bidder shall be responsible for coordination with their upstream service providers for any traffic related issue faced by ERNET users". ERNET will share the IP and AS no. details with successful service providers after the award of contract.
54	Section C, Clause 2.5	On demand of ERNET, bidder should be liable for hosting / placing a ERNET's Router at their central PoP with adequate space for sitting of one ERNET's manpower, provision for uninterrupted power supply, routing of complete ERNET traffic to that router for monitoring purpose and / or extending a link from their central PoP to ERNET's Delhi PoP for monitoring the complete traffic	<b>The Clause Stands Deleted</b>
55	Section C, Clause 2.6	The bidder should proactively monitor complete network (end-to-end) and register the complaints for any issue in the network by taking the SNMP read only access of the CPE.	<b>Tender/ RFP is self explanatory.</b>
56	Section C, Clause 2.8	The bidder should be able to provide online portal access for viewing real time health of the link, bandwidth utilization, uptime/downtime and all other SLA parameters.	<b>Tender/ RFP is self explanatory.</b>
57	Section D, Clause 3	The Bidder should have its own NLD backbone network and National Long Distance (NLD) & VPN service provider license from Dept. of Telecommunication, Ministry of Communication and Information Technology, Govt. of India.	<b>Explanation of the clause:</b> "Copy of NLD and ISP licence are required as documentary proof in support of Clause requirement".

<b>58</b>	Section Clause 7	D, The bidder should submit the 3 order copies and their Letter of Execution / Completion Certificate from at least 3 existing customers to whom the vendor has been providing lease line/ MPLS VPN services for last 2 years. Out of the 3 submitted order copies, 2 orders should be for connecting at least 50 locations and 1 order for 80 locations for each customer.	<b>Tender/ RFP is self explanatory.</b>
<b>59</b>	Section Clause 9	D, The bidder should have Annual Turnover for the last three financial Years i.e. 2009-10, 2010-11 and 2011-12 should be minimum Rs. 50 Crores.	<b>No Change.</b>
<b>60</b>	Section Clause 10	D, The Vendor's shall have ISO 9000:2001 certificate	<b>The clause may be read as:</b> "The Vendor's shall have valid TL: 9000 certificate".
<b>61</b>	Section Clause 1.1	E, To provide primarily Data services both IPv4 as well as IPv6 apart from some video conferencing, multicasting and IP based voice services in CUG.	<b>The clause may be read as:</b> "To provide primarily Data services both IPv4 as well as IPv6 and allow Internet traffic flow for all type of services".
<b>62</b>	Section Clause (Flexibility)	E, 2 The ability to provide a multi-purpose platform, to meet the demands of growth in IP traffic as well as the uncertainty in scale and timing of research projects. The network architecture should be flexible enough to be integrated with the National knowledge Network (NKN) as and when required.	<b>The clause may be read as:</b> "The ERNET network should be designed in a way to meet the demands of growth in IP traffic as well as the uncertainty in scale and timing of research projects".

63	Section Clause 3	<p>E, It is expected that Bidder must be able to provide real time information about network performance and usage of network by each user institutions. For providing the desired information bidder has to take the SNMP read only access of the CPE.</p> <p>The Web Based Network Monitoring Portal of the bidder should have the following features:</p> <ul style="list-style-type: none"> <li>• The portal should be capable of inter working with SNMP agents of routers supplied as well as existing routers.</li> <li>• The portal should offer GUI and Web browser based interaction for the user.</li> <li>• IT portal should be possible to monitor the complete network from a single point</li> <li>• Portal should provide the statistics regarding resource utilization and faults in the network</li> <li>• Portal should be able to detect the number of active and faulty links and routers on the network at any given time.</li> <li>• Portal should offer tabular information giving percentage uptimes of individual links on a monthly basis.</li> </ul>	<p><b>The clause may be read as:</b> "It is expected that Bidder must be able to provide real time information about network performance and usage of network by each user institutions. For providing the desired information bidder has to take the SNMP access of the CPE.</p> <p>The Web Based Network Monitoring Portal of the bidder should have the following features:</p> <ul style="list-style-type: none"> <li>• The portal should be capable of inter working with SNMP agents of routers supplied as well as existing routers.</li> <li>• The portal should offer GUI and Web browser based interaction for the user.</li> <li>• IT portal should be possible to monitor the complete network from a single point</li> <li>• Portal should provide the statistics regarding resource utilization and status of the network</li> <li>• Portal should be able to detect the number of active and faulty links and routers on the network at any given time.</li> <li>• Portal should offer tabular information giving percentage uptimes of individual links on a monthly basis.</li> </ul> <p>".</p>
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64	Section E, Clause 4	<ul style="list-style-type: none"> <li>• Network Management through well-known NMS should be carried out in distributed fashion and also reported to central NMS.</li> <li>• View options for network management and control should be provided to ERNET.</li> <li>• Management of Layer 3 level details should be maintained and should be provided to ERNET upon request.</li> <li>• Network monitoring system could be based on technologies like SNMP v3,v2,v1.</li> <li>• The NMS shall support automatic event correlation, on events arising due to any of the following: 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• Must be able to identify how device resources are affecting network</li> </ul>	<b>The Clause Stands Deleted</b>
65	Section E, Clause 4.2	The network should be scalable to gigabit speeds, which should happen without much disruption to the already set-up operational network.	<b>Tender/ RFP is self explanatory.</b>
66	Section E, Clause 4.3	The successful Bidder will submit a security policy at the time of award of the contract for consideration of ERNET. Based on feedback, security policy will be implemented by the Bidder.	<b>Explanation of the clause:</b> "The policies will be based on any security guidelines issued from Govt. of India OR any law enforcement agency of the country".



67	Section E, Clause 5.1.3	Latency (max.)  On Fibre – 20 ms (RTT) – up to 200 Km & 80 ms (RTT) above 200 Km On RF – 60 ms (RTT) – up to 200 Km & 120 ms (RTT) above 200 Km  (From CPE to CPE in the same cloud)	<b>The clause may be read as:</b> "Latency (max.)  Latency of less than 50 msec. from CPE router to Internet gateway of the bidder in India and less than 300 msec from Internet gateway of the bidder to the popular websites hosted in Europe/ USA.																								
68	Section E, Clause 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)	<b>No Change.</b>																								
69	Section E, Clause 5.1.7	Link Fail over/redundancy occurs	<b>Explanation of the clause:</b> "It is the fail over time for service providers backbone network."																								
70	Section E, Clause 5.2.2	Uptime Penalty in % of total Monthly payment: <table border="0"> <tr> <td>&gt;=99.</td> <td>0</td> </tr> <tr> <td>&gt; 98.5 to &lt; 99</td> <td>10</td> </tr> <tr> <td>&gt; 98 to &lt; 98.5</td> <td>20</td> </tr> <tr> <td>&gt; 95 to &lt; 98</td> <td>30</td> </tr> <tr> <td>&gt; 90 to &lt; 95</td> <td>70</td> </tr> <tr> <td>&lt; 90 % -----</td> <td>100</td> </tr> </table>	>=99.	0	> 98.5 to < 99	10	> 98 to < 98.5	20	> 95 to < 98	30	> 90 to < 95	70	< 90 % -----	100	<b>The clause may be read as:</b> "Downtime Penalty in % of total Monthly payment: <table border="0"> <tr> <td>&gt;=99.50</td> <td>0</td> </tr> <tr> <td>&gt; 98.5 to &lt; 99.50</td> <td>10</td> </tr> <tr> <td>&gt; 97 to &lt; 98.5</td> <td>20</td> </tr> <tr> <td>&gt; 95 to &lt; 97</td> <td>30</td> </tr> <tr> <td>&gt; 90 to &lt; 95</td> <td>70</td> </tr> <tr> <td>&lt; 90</td> <td>100"</td> </tr> </table>	>=99.50	0	> 98.5 to < 99.50	10	> 97 to < 98.5	20	> 95 to < 97	30	> 90 to < 95	70	< 90	100"
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71	Section E, Clause 5.2.2 (S.No. 2)	In case of last mile link failure ERNET POP, all the locations connected to the cloud will be treated as down and penalty, as defined above, will be applicable till all the last mile connectivity is restored.	<b>The Clause Stands Deleted</b>																								
72	Section E, Clause 5.2.4	MTTR, Packet loss and Link failover will be calculated as per ERNET decision.	<b>The clause may be read as:</b> "Bidder should also provision for automated ticket booking mechanism on the event of link failure.																								

73	Section E, Clause 5.3.2	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.	<b>The clause may be read as:</b> "ERNET's Helpdesk will also maintain the records of downtime / other SLA parameters and the same shall be taken as reference in situations where there is ambiguity about the timing and nature of fault".
74	Section E, Clause 5.4	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	<b>The clause may be read as:</b> "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 by browsing the Internet, availability of ordered bandwidth and maintaining all SLA parameters under limit. ERNET may also ask the bidder to demonstrate the availability of ordered bandwidth through use of industry standard test instruments. The link will be treated as restored as soon as Bidder is able to show the above stated functionality".
75	Section F, Annexure - I	Annexure I, Indicative list of user locations	<b>Explanation of the clause: Kindly ref. reply given above at S. No. 4.</b>
76	Section F, Annexure -	AnnexureIII, Price Bid Format	<b>Tender/ RFP is self explanatory.</b>
77	Section F, Annexure -	AnnexureIII, Price Bid Format (Calculation of L1)	<b>Tender/ RFP is self explanatory.</b>