


EI-D/Tech/Misc-64/2012
 ERNET India
ERNET India
 (An Autonomous Scientific Society under Department of Information technology, GoI)
 Jeevan Prakash Building, 10th Floor,
 25, K.G Marg,
 New Delhi-110 001

Dated:- 08.02.2013

Subject:- Procurement of Premium Internet Bandwidth through Submarine Cable to ERNET India PoPs

With reference to the subject matter, kindly refer to the advertisement appeared in Hindustan Times dated 01.02.2013 and subsequent communication dated 01.02.2013 uploaded on ERNET Website.

2. In this connection please find attached tender document for kind information and necessary action by the prospective bidders. The pre bid meeting is scheduled to be held on 15.02.2013 and the bid submission date is 08.03.2013.


 (Dinesh Kumar Dixit)
 Registrar & CPO

To,

All the prospective bidders

No.EI-D/Tech/Misc. 64/2012

ERNET India

(A Scientific organization under Department of Electronics and Information Technology, Govt. of India)
10th floor, Jeevan Prakash Building,
25, K G Marg,
New Delhi- 110001

Dated: 05.02.2013

Pre bid meeting : 15.02.2013

Due Date & Time: 28.02.2013 (3.00 P.M.)

Opening of Bids: 28.02.2013 (3.30 P.M.)

Subject: Procurement of Premium Internet Bandwidth through Submarine Cable to ERNET India PoPs.

1. Background

ERNET India, an Autonomous Scientific Society under the administrative control of Department of Electronics and Information Technology, Govt. of India, is a Class 'A' Internet Service Provider for the Education and Research community in India.

ERNET India is a nodal network for integrating education & research institutions in the country. An Internet service is one of the services being provided by ERNET India to these institutions. The services are provided through 15 Points of Presence (PoPs) located at the premier education & research institutions in the country. All these PoPs are connected on high-speed backbone with international connectivity. More than 800 educational institutions are connected on the Network through these nodes.

ERNET India intends to enter into a rate contract for a period of three years to procure Premium Internet Bandwidth to be delivered / terminated at ERNET's PoPs located across the country.

For the above work, ERNET India invites sealed tender offers in two bid format (Technical and Commercial bid) from reputed and eligible companies / organizations for selecting an Internet bandwidth provider to enter into a rate contract for a period of three years to procure 1 Gbps Premium Internet Bandwidth at existing / upcoming ERNET PoPs located across the country. During first year, it is proposed to procure 650 Mbps (approx.) Internet Bandwidth as per breakup provided at Annexure-I. The detailed specifications are given at Annexure - II. The 1 Gbps Internet bandwidth through Submarine Cable would be distributed across ERNET PoPs at ERNET India New Delhi, STPI Bangalore, IIT Chennai, IIT Kanpur; CDAC Mumbai, IUCAA Pune; VECC Kolkata, IIT Guwahati, OCAC Bhubaneswar, CAT Indore, IISc Bangalore, DOEACC Centre Gorakhpur, University of Hyderabad Hyderabad, Rajasthan University Jaipur, IIITMK Trivandrum, and Rajiv Gandhi University, Itanagar, Arunachal Pradesh.

2. Eligibility Criteria for bidders:

- i) **The bidder should be a company registered in India under Registrar of companies.**
- ii) **The bidder should have a valid class – A license on the date of submission of bid from Department of Telecommunication (DoT), Govt. of India for providing International Data bandwidth and Internet bandwidth in India.**
- iii) **The bidder should be capable of fulfilling all security guidelines/ requirements of DOT or any law enforcement agency of Govt. of India w.r.t delivery of bandwidth.**
- iv) **The bidder should have Point of Presence (PoPs) located in all major cities of India including cities where ERNET Pops are located.**

- v) Bidder's should be capable of providing IPv6 peering with Commodity Internet
- vi) The bidder must have sold minimum total aggregate of 5 Gbps of International bandwidth capacity to its clients in India either from Europe / USA – India or Asia Pacific – India links in last 2 years. Documentary proof should be enclosed.
- vii) The bidder must have capability to provide 100 percent backup through alternate submarine route in case of cut/failure of primary submarine cable. Documentary proof must be enclosed in this regard.
- viii) The bidder must have state of the art Network Management Centre and Network operation Centre along with DR site in different seismic zone for technical trouble shooting and to provide uninterrupted services round the clock at these locations for delivery of Internet bandwidth. The bidders should have toll free number to register complaints round the clock.
- ix) The bidder should be capable of providing end-to-end connectivity with own access network from their gateway to all PoP locations of ERNET India as single service inclusive of all.
- x) The bidder must have peering with a Tier-I ISP in USA, Europe and Asia Pacific region. Details of agreement for same should be submitted along with the bid.
- xi) The bidder should be a profit making company from atleast last three consecutive financial years and should have an annual turnover of minimum of Rs. 30 Crores (each year) in last three years i.e 2008-09, 2009-10 and 2010-11. The auditor's certificate clearly stating the profit and annual turnover of 3 years in figures should be mentioned along with the balance sheet of last 3 years should be submitted.
- xii) The bidder should have its own International Internet Gateways & Cable Landing Stations. The gateways shall be peered with international peering points through different OFC in two different directions -- Trans-Atlantic & Trans- Pacific.
- xiii) The bidder should never be blacklisted from any Central/State Government organization/undertaking across India. An undertaking in this regard should be submitted by the bidder
- xiv) The bidder should have a valid ISO 9000: 2008 and ISO 27001:2005 certificate.

3. GENERAL TERM & CONDITIONS:

- i) The successful bidder(s) shall provide reduction of 20% on bandwidth rates every year after completion of every one year of service on the rates of preceding year.
- ii) Rates will be valid for a period of three years with provision of reduction as specified in para 3 (i) above. The order can be further extended by another one year on mutual consent, subject to para 3(i) above.
- iii) The bid(s) of those bidder(s) who do not have adequate facilities and capabilities to provide comprehensive maintenance support shall be summarily rejected.
- iv) The bidder must submit, the detailed schematics/network diagrams explaining the proposed implementation scheme of the project along with their technical proposal. The proposal should clearly bring out the Bill of Material (BOM) with exact make and model

required to complete the project. Non-submission of detailed schematics/network diagram along with the technical bid would result in disqualification of the bid.

- v) Providing the last mile connectivity to the ERNET India premises will be the responsibility of bidder. The ownership of last mile media will be with ERNET India on cost basis and according bidders must quote explicitly for last mile media laid within the ERNET premises. However bidder shall be fully responsible for its maintenance. All the hardwares such as muxes, modems/converters etc should be provided by the bidder. These hardwares will be property of the bidder and bidder will be responsible for the maintenance of these hardwares.
- vi) **The bidder should deliver the ordered bandwidth through local loop on fiber at all the PoPs of ERNET and interface should be Fast Ethernet / Giga Ethernet over fiber.**
- vii) Bidder should proactively monitor the supplied bandwidth and provide the process driven support on 24x7x365 basis to support troubleshooting of any problems and maintaining of SLA parameters.
- viii) Must provide on line monthly reports for traffic statistics, circuit availability, latency, packet drop and calls logged during month through MRTG or any equivalent bandwidth/link performance monitoring tool.
- ix) Must provide Methodology for troubleshoot management, resolution and escalation with different levels of hierarchy.
- x) Bidder should provide details of the proposed connectivity, viz., the name of the cable and landing points of the involved cable.
- xi) Successful bidder should provide the clean Internet Bandwidth (clean Pipe) without any errors or spams, etc.
- xii) **The price quoted by bidder should be uniform across all the PoPs of ERNET.**
- xiii) **Bidder should also quote {in a separate price sheet as per Annexure – III (B)} for per E1 price with DDoS mitigation services. In case of any DDoS attack ERNET may requires bandwidth along with DDoS mitigation as a service, and in such conditions bidder should be technically competent. For calculating the L1, 90 percent weightage will be given to bandwidth prices without DDoS mitigation and 10 percent weightage to bandwidth prices with DDoS mitigation services.**

4. **Tender Form:** The bidder shall go through the entire document and must comply with all the terms and conditions. **A Compliance statement in the form of 'Complied' or 'Not Complied' shall be given against each item and specification of the tender document.** The compliance statements should be supported by authentic documentation. Please note that any deviation from the laid down requirements / specification shall be brought out separately in deviation sheets to be attached with concerned section of the tender. Failure to comply with this requirement may result in the bid being rejected. 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 rejected.

5. **Technical Literature & Brochures:**

One set of detailed technical literature shall be submitted in English along with the bid. The literature should contain detailed specifications and information about all modules of the service.

Information on planned upgrades should also be included. The technical literature shall be used to compare the specifications of the offered services with the required specifications mentioned in the tender. Bidder shall also provide identification of Tier-I Internet backbone on which ERNET India will be terminated and other relevant details.

6. Submission of Proposals:

The proposals shall be submitted in two parts each separately sealed and should be super-scribed as "Part – I or Part – II for Purchase of Internet bandwidth capacity.

- a) Part – I shall contain (i) cost of tender document, and (ii) EMD amount and documentary proof for eligibility criteria. Cost of tender document of Rs.2000/- shall be submitted in the form of Bank Draft/ Banker's Cheque. The Earnest Money Deposit (EMD) amount of **Rs.10,00,000/- (Rupees Ten Lakhs only)** shall accompany the bid. The EMD shall be furnished in the form of a Bank Draft/Bank Guarantee in favour of ERNET India, Payable at New Delhi, India Bank Guarantee should be valid for 180 days from the closing date (original) of the tender. Any bid not accompanied with tender fee & EMD will be rejected.

Technical bid shall also include description of Hardware / equipments so as to enable technical assessment of the proposal. This shall also include a categorical clause wise compliance statement, all type of undertakings as mentioned in the RFP and full compliance of SLA parameters, etc. A soft copy of technical proposal in CD should also be submitted along with hardcopy.

- b) Part – II shall contain financial statement as per given format.

Format for Technical Offer

It is mandatory to submit the technical details in the proforma duly filled in, along with your offer. ERNET India, at its discretion, may not evaluate a technical offer in case of non-submission or partial submission of technical details. ERNET India will not normally allow/permit changes in the technical specifications at a later date. The relevant product information like technical specifications etc. should be submitted along with the offer. Non-submission of this information could result in disqualification.

The Technical offer must be submitted in an organized and structured manner with complete bid to be numbered and cross-referred against RFP clauses. No brochures/leaflets etc. should be submitted in loose form. The Technical offer should comprise of the following:

- A letter of authority duly signed by an authorized signatory.
 - Covering Technical Specifications completely.
 - Technical Documentation [Product Brochures, leaflets, manuals etc.]
 - Completely filled table given at clause 10.3 with bidder remarks.
 - Delivery and implementation schedule.
 - Compliance statements with any deviation clearly mentioned.
 - ATS (Annual Technical Support) details. (Mention clearly the services included in this).
 - A softcopy of technical bid in CD.
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- A copy of Part-II of the bid without any mention of the prices. (Un-priced bid format)
 - If the technical offer contains any price information the offer will be summarily rejected.
- c) Part –II should contain the commercial bids for the entire proposal with breakup of the prices for provision of capacity. The prices shall be quoted as per the Price Formats given at **Annexure - II** in Indian Rupees including the following:
- (i) Bandwidth Charges;

- (ii) Any other charges, if any;
 - (iii) All taxes and levies; and
 - (iv) All costs should be given in Figures and Words.
- d) The Proposal should be signed by the person with the seal of the company.
 - e) Detailed Information on the bidder's experience in establishment of the services requested in this bid should be provided. Incomplete proposal would be rejected out rightly.
 - f) Proposals received after the due date and time shall be neither opened nor considered nor returned to senders.
 - g) Proposals by Email or Fax shall be rejected out rightly.
 - h) The outer cover in which these sealed covers are placed should be addressed to the Registrar & CPO, ERNET India, Department of Information Technology, 10th floor, Jeevan Prakash Building, 25, K G Marg, New Delhi.

Bids once submitted shall be final and no amendment shall be permitted. A bidder shall submit only one bid. Bids placed in sealed covers will be received up to **3.00 P.M. on 28.02.2013** at the address as given above. Bids received after this time will not be accepted.

- i) Bids not containing complete information / documents in their technical bids will be liable for rejection.
- j) **Declaration:**

The bidder would be required to give certificate as below in his commercial bid.

"I UNDERSTAND THAT THE DETAILS OF THE SERVICES AS PROVIDED ABOVE ARE SUBJECT TO CHANGE. I AGREE THAT IN CASE OF ANY CHANGE IN THE QUANTITIES REQUIRED FOR ANY OF SERVICES, I WOULD BE SUPPLYING THE SAME TO ERNET INDIA AT THE RATES THAT I HAVE SPECIFIED ABOVE. I AGREE TO ADHERE TO THE PRICES GIVEN ABOVE EVEN IF THE QUANTITIES UNDERGOES A CHANGE".

SIGNATURE OF THE BIDDER

- k) EMD of all the unsuccessful bidders would be returned after the placement of order on the successful bidder. The EMD of the successful bidder would be returned after the bandwidth, as per the order placed on him by ERNET India, is installed to the satisfaction of ERNET India.
 - l) No request for extending the date for submission of bids would be entertained. Bidders are, therefore, requested to submit their bid by the stipulated date and time.
 - m) ERNET reserves the right to change its PoP locations within the same city.
7. **Validity of the Bid and Price Variation:** The financial quote should be valid for a period of 180 days from the date of opening of the bid. The selected bidder has to hold the price for the duration of one year from the date of first service order. During this period if the bidder supplies the similar service to any other organization in India at a rate lower than that supplied to ERNET India on given point of time, the price differential will be passed on to ERNET India. Also if, internationally / globally the Internet Bandwidth prices come down, the bidder has to pass on the

benefits to ERNET India. Any deviation to above may lead to termination of contract or imposing suitable penalty or forfeit of EMD/PBG or black listing of organization.

8. **Clarifications regarding tender document:** The prospective bidders requiring any clarification about the contents detailed in the tender document may notify ERNET India in writing (Original/Fax only). Queries/Clarifications will be received and responded as per schedule detailed below. Clarification sought by the vendors along with ERNET's response will be posted on website 'www.ernet.in'. Accordingly, all the vendors must refer the above website for the clarification, if any, before submission of their bids on the due date/time.

1.	Issue of Tender Document	:	04.02.2013 to 12.02.2013
2.	Receipt of Queries	:	upto 13.02.2013
3.	Pre bid meeting	:	15.02.2013
3.	Response to Queries	:	On 20.02.2013
4.	Receipt of Bids	:	28.02.2013 by 3.00 P.M.
5.	Opening of Bids	:	28.02.2013 at 3.30 P.M.

- 8.1 Any clarification issued by ERNET in response to query raised by prospective bidder shall form an integral part of bid and it may amount to an amendment of relevant clause of the bid document.

- 8.2 The bidders are required to consult ERNET website w.r.t. any amendment to the tender document or to the clarification to the queries raised by the bidders. ERNET reserve the right to reject the bids if the bids are submitted without taking into account these amendments/clarifications.

9. **Rejection and Return of Bid:** ERNET India reserves the right to reject any or part of the bid without assigning any reason. The documentation submitted by the bidder shall not be returned. ERNET India also reserves the right, at its sole discretion, not to award any order under the present tender. ERNET India shall not pay any costs incurred towards preparation and submission of the bid or any other expenditure in this regard. If a bidder gives wrong information in their bid, ERNET India reserves the right to reject such bid at any stage or to cancel the contract, if awarded, and forfeit the Earnest Money Deposit / Performance Guarantee / Security Deposit.

Canvassing in any form in connection with the tenders is strictly prohibited and the bids submitted by the bidders who resort to canvassing are liable for rejection.

Should a bidder have a relation or relations employed in ERNET India / Department of Electronics and Information Technology (DeitY), the authorizing authority inviting bids shall be informed of the fact along with the offer, failing which ERNET India, at its sole discretion, may reject the bid or cancel the contract and forfeit the Earnest Money Deposit / Performance Bank Guarantee.

10 Procedures for Opening and Evaluation of Tender Documents:

10.1 Evaluation Process

To meet the ERNET requirement as spelt out in the tender document, the selected bidder must have the requisite experience in providing the services in the field of Internet Bandwidth provisioning. The Evaluation Process for the tender proposed to be employed by the ERNET is indicated from Section 10.2 to 10.3 of this Section. The purpose of Clause 10 is to provide the bidder an idea of the evaluation process ERNET may adopt. ERNET reserves the right to modify

the Evaluation process at any time during the tender process, without describing any reason, whatsoever, and without the requirements of intimating the bidders of any such change.

Anytime during the Tender Evaluation, the ERNET may seek clarification from any or all bidders.

10.2 Evaluation of Technical Bids.

The technical bids shall be opened in the presence of the Representatives of the Tenderers who choose to be present in terms of the Schedule stipulated in Section I. A detailed analysis of the Technical bids shall be carried out by Evaluation Committee setup by ERNET. This phase has two parts. In the first part the Technical Bid will be reviewed for determining the continued eligibility of the bidder for the project and Compliance of the Bids with the technical specifications and scope of work of the 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 10.3 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 Tenderer (s) at this 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.

10.3 The Parameter for evaluating the Technical scores are as under

Criteria	Max. Marks	Category weightage	Category Score
1 General			
1 Bidder's Credibility/Strength		20%	
1.1 No. of years in business of Internet Bandwidth provision	7		
1.2 Net profit growth in percentage of the bidder in last three financial years	7		
1.3 Financial standing of the bidder (positive Networth)	6		

2	Skills strength of the bidder		30%	
2.1	No. of technically qualified staff - All India	8		
2.2	IPv6 peering with Commodity Internet	4		
2.3	Total Internet bandwidth sold in last three years	9		
2.4	No. of data delivery PoPs in Overseas.	9		
3	Submarine cable		20%	
3.1	Type of cable – Owned or Leased	7		
3.2	Total capacity in the cable	6		
3.3	Redundancy in the submarine cable	7		
4	Service Level Agreement offer		10%	
4.1	End to end network availability (99.5%) (to be calculated on monthly basis) with respect to ERNET router at PoP with remote teleport of bidder	7		
4.2	Packet loss (<1%)	6		
4.3	Latency of less than 300 msec. from ERNET router to submarine cable teleport	7		
5	Project planning and implementation		20%	
5.1	Comprehensiveness Project planning methodology	5		
5.2	Use of TEC approved active devices and Network management tools deployed	8		
5.3	Adherence to rollout plan.	7		
Scores :				
1- 3 : Low, Difficult, Incomplete, does not meet requirement				
4-6 : Medium, Partially Complete, meets requirements with changes				
7-9* : High, Easy, Complete, meets Requirement				

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

Note:

Bidder should submit its remarks against each parameter of table 10.3 and also submit all the documentary evidence in support of given remarks/ Claims.

10.4 Contract Negotiations

At the completion of the selection process, ERNET India will enter into contract with the selected 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 selected Bidder(s) will abide by the price terms for 180 days and specify price variation clause for the year beyond 180 days.

10.5 Unsatisfactory Performance

The Parties herein agree that ERNET India shall have the sole and discretionary right to assess the performance(s) of the Bidder component(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.

10.6 Disconnection of service by the Service Provider

Disconnection of services by the service provider without the previous consent of ERNET India will tantamount to breach of contract and will be viewed seriously. At any point of time, if the service provider is compelled to disconnect the services for any reason attributed to ERNET India, including outstanding payment if any, the service provider will give a minimum 30 days notice of disconnection with full justification to ERNET India in writing addressed by name to Registrar & CPO, ERNET India ONLY, to facilitate ERNET India to address the concerns of the service provider. However, it is again reiterated that disconnection of services by the service provider at their own will be breach of contract.

- 10.7 In the event of breach of contract as indicated in para 10.6, 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.

11. Award of Contract:

- 11.1 Subject to clause 9, ERNET may award the Letter of Intent (LOI) to two successful bidders (L1 and L2 on the L1 rates) whose bids have been determined to be substantially responsive, technically and commercially acceptable and have been determined as the lowest evaluated price bid.
- 11.2 For all procurements, L1 supplier shall be given first preference. In the case of two successful bidders, ERNET India shall try to ensure that L1 bidder should be given 70% of overall order, L2 bidder 30 % of overall order.

- 11.3 For distribution among L1/L2 bidder both existing bandwidth volume & fresh requirement of bandwidth will be considered.
- 11.4 ERNET India will place order initially for a period of one year. Order will be extended on year to year basis for a full period of three years. The order can be further be extended by another one year on mutual consent. However, ERNET reserve the right to increase or decrease the bandwidth as per requirement.
- 11.5 The acceptance of the bid will be intimated to the successful bidders by ERNET India by written letter. ERNET India shall be the sole judge in the matter of award of contract and the decision of ERNET India shall be final and binding. It will not be binding on ERNET India to place purchase order for all the tendered items. Purchase order for bandwidth will be placed on the suppliers as and when there is requirement for same throughout the period of contract from the date of first purchase order.
- 11.6 ERNET India will seek revised commercial quotes (subject to minimum annual reduction) from successful bidders at the end of every one year. The new revised prices shall be applicable to all the previous orders and fresh orders of new requirement of bandwidth
12. **Time Schedule:** 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. Bidder has to provision the order bandwidth at all PoPs within 8 weeks from the date of placement of first purchase order. Subsequently for any up-gradation purchase orders, the upgraded bandwidth has to be delivered within 15 days from the date of respective PO.
13. **Installation and Acceptance:** The bandwidth must be supplied in full as per ordered specifications. Testing and acceptance will be done at ERNET India Headquarters and the PoPs where the bandwidth is installed. During acceptance testing complete services as per the PO and tender will be duly tested. Bidder shall submit test schedule and procedures covering all technical specifications. The test schedule & procedure for acceptance shall be finalized by ERNET India. The bidder shall rectify any deficiency found during Acceptance testing. 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. Any delay in delivery and installation will result in the bidder being liable for damages as per Clause 14.
14. **Warranty and Service Availability Penalty Clause:**
- 14.1 The bidder is supposed to provide the smooth Internet bandwidth. The bidder must sign Service Level Agreement (SLA) as specified in **Annexure – I** to provide the minimum level of service. The uptime of the link shall be computed on monthly basis. For computing downtime half an hour as a unit will be taken. This up time shall be computed separately for each link. If any link is down or not meeting SLA parameter for more than one half an hour continuously, even if it is within 99.5% uptime penalty of amount equivalent to twice the amount for the unavailable period will be charged and deducted from bidder's invoices.
- 14.2 If SLA as specified in **Annexure – I** is not provided for any duration of time, the link shall deemed to be down for such duration and penalty shall be imposed as per clause 14.1.
15. **Performance Bank Guarantee (PBG):**
- Immediately after enabling the service and to enable ERNET India to make quarterly advance payment to the bidder, the selected bidder has to give an irrevocable and unconditional bank guarantee (**Annexure - III**) from a scheduled Indian Bank of the equivalent amount.
16. **Payment Terms:**

Payment shall be made by ERNET India to the selected bidder quarterly in advance upon receipt of bills, within 30 days after enabling the service subject to submission of PGB as per clause 15 and uptime reports alongwith graphs including measurements of all SLA parameters and other supporting documents required from time to time.

A pre-receipted bill shall be submitted (Two copies) in the name of ERNET India for the respective location mentioned in the Work Order at the beginning of the service of every quarter (Jan-Mar, Apr-Jun, Jul-Sept, Oct-Dec).

17. Termination Clause:

Either party i.e. ERNET India or bidder can terminate the service agreement by giving three months notice in advance to other party. In case, the bidder stops service without notice, ERNET India has the right to encash the bank guarantee.

18. Monitoring Tool:

The bidder shall provide web based monitoring tools which should provide latency, packet drop, availability of subject capacity from carriers point and beyond, link availability reports, call logged reports.

19. Arbitration and Laws:

Except where otherwise provided for in the contract, all questions and disputes relating to interpretation and application of the provisions of the contract shall be settled mutually within thirty (30 only) 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, 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. This contract shall be governed by the Indian laws.

20. Disclaimer:

This RFP is not an offer by ERNET India, but an invitation for bidder response. No contractual obligation whatsoever shall arise from the RFP process.

21. Confidentiality of Information:

This RFP contains confidential and proprietary information. Its reproduction by photographic, electronic or other means is permitted only for the purpose of preparing a response.

All information regarding this RFP and the current operations, capabilities, products, and clients of ERNET India and its affiliates, which the bidder may learn as a result of preparation of a response to this RFP, or in the course of any ultimate contract negotiations, is proprietary and confidential information.

22. Scope of Work:

22.1 Bandwidth:

The bidder should be able to provide uncompressed (1:1) Premium Internet Bandwidth through submarine cable at the NOCs/PoPs of ERNET India. Last mile connectivity should be on fiber from NOC of bidder in respective cities. The last mile should be obtained and provided by the bidder. The duct laid by the bidder in the ERNET PoP premises should be the property of ERNET exclusively and bidder has to quote the price accordingly. The detail of bandwidth is given in **Annexure - I** under technical requirement.

22.2 Hardware and other deliverables:

The bidder shall provide all the hardware such as mux, modems, converters and any other such hardware required to terminate the leased line at the ERNET India NOC, such installed hardware should exclusively be used for providing service to ERNET Only. The maintenance and ownership of all such equipments will be with bidder only. ERNET will provide space for co-locating the hardware.

22.3 Service Level Agreement:

22.3.1 For ensuring the above parameters the bidder shall have to provide the following Reports on monthly basis: Monthly Usage Reports (Daily reports provided on a monthly basis) through MRTG.

22.3.2 The bidder will have to meet SLA parameters as mentioned under technical requirement in **Annexure - I**. The bidder shall submit a copy of the SLA signed with some other organization for reference along with the Client list.

23. Project Implementation Scheme:

A detailed project implementation schedule should be provided, clearly mentioning the various stages of implementation and the milestones thereof.

24. Liabilities of ERNET India:

This RFP is not an offer by ERNET India, 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 India and the Bidder(s).

25. Proposal Process Management:

ERNET India reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP and subsequent presentations, demonstrations and trials, and contract negotiation processes.

26. Date of Bid Expiration:

Proposals must be valid for a minimum of 180 days from the closing date of the tender. Responses must clearly state the validity of the bid and its explicit expiration date.

27. Bidder Indication of Authorization to Bid:

Responses submitted by a Bidder to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the Bidder's response. The proposal must be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of offer commitment with the accompanying signature of the official and submit the copy of power of attorney/authority letter authorizing the signatory to sign the bid.

28. RFP Ownership:

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 India. Violation of this would be a breach of trust and may, inter-alia 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 India immediately.

29. Intellectual Property:

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

30. Confidentiality:

This document contains information confidential and proprietary to ERNET India. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of ERNET India, 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.

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 India. Reproduction of this RFP, without prior written consent of ERNET India, by photographic, electronic, or other means is prohibited.

31. Bidder Utilization of know-how and Personnel for Competitors:

ERNET India 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 India anywhere in the country without prior written consent of ERNET India.

32. Delivery and Installation:

The Bidder shall be responsible for delivery and installation of the bandwidth ordered at all the sites and for making them fully operational at no additional charge within 8 weeks from the date of placement of purchase order.

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.

33. Liquidated Damages:

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 PO 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.

34. 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 India should be passed on for compliance to the new company in the negotiations for their transfer.

- 35 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.
- 36 ERNET India reserves the right to order amount of bandwidth necessary as may be required at the time of work order and increase or decrease in the bandwidth subsequently by giving 15 (fifteen only) days notice.
- 37 The successful bidder will ensure implementation of the directives, received from DOT /different Hon'ble Courts on time to time, for blocking different sites. In addition to complying for directly received directives from DOT/different Courts, the successful bidder shall also comply to the directives (DOT directives and Court directives/ any other legal body) forwarded by ERNET India. Any non-compliance on the part of successful bidder may lead to imposing of penalties as per govt. of India guidelines.

Yours faithfully,

(Dinesh Kumar Dixit)
Registrar & CPO

TENTATIVE BREAKUP OF INTERNET BANDWIDTH REQUIREMENT FOR FIRST YEAR

1.	ERNET Headquarters / Regional Office, New Delhi	:	300 Mbps
2.	STPI, Bangalore	:	30 Mbps
3.	Mumbai	:	10 Mbps
4.	Pune	:	30 Mbps
5.	Guwahati	:	40 Mbps
6.	Kolkata	:	40 Mbps
7.	IISc., Bangalore	:	50 Mbps
8.	IIT-Chennai	:	10 Mbps
9.	Hyderabad	:	10 Mbps
10.	Kanpur	:	10 Mbps
11.	Bhubaneswar	:	10 Mbps
12.	Indore	:	10 Mbps
13.	Kerala	:	10 Mbps
14.	Gorakhpur	:	10 Mbps
15.	Ajmer	:	10 Mbps
16.	Jaipur	:	10 Mbps

Technical Requirements

1.0 Internet Bandwidth:

Total 1 Gbps (1:1) (1 Gbps Up Link + 1 Gbps Down Link) uncompressed symmetrical bandwidth distributed across all the PoPs of ERNET India. The indicative schedule of bandwidth requirement from different PoPs during first year is provided at Annexure- I. **The PO will be placed on the successful bidder (s) based on the actual requirement of ERNET.**

2.0 Service Description:

Dedicated Symmetric International bandwidth by peering with local or nearest PoP of bidder from PoPs of ERNET. The bidder must guarantee availability of 1:1 bandwidth on their backbone for ERNET from their peering PoP up to gateway router. The bidder must also ensure that bandwidth on their backbone will be meant for International traffic only and local traffic for ERNET from their users should not be allowed. A written undertaking in this regard must also be submitted. The bidder shall also have to undertake in writing that incase of increase of traffic on their backbone, the bandwidth of the backbone will also be upgraded immediately to ensure that ERNET get 1:1 bandwidth on their backbone.

3.0 Price quoted should be on net basis for bandwidth:

- a) Bandwidth should be quoted as per table given in Annexure-III.
- b) The net price offered should include end-to-end connectivity i.e. last mile connectivity up to ERNET India's NOC. It should include all the charges including local loop charges, NLD charges and any other charges.
- c) The commercial evaluation will be done on the basis of price quoted in Annexure-III.

4.0 Back up for International Gateway:

- a. The supplier should offer backup submarine gateway connectivity, in case of any degradation/failure or outage due to submarine cable.

5.0 Service Performance:

- Packet Loss \leq 1%
- Circuit Availability 99.5% (minimum) [To be calculated on monthly basis].
- Latency \leq 300 millisecond on from ERNET router to submarine cable teleport in USA/Europe/Asia Pacific during peak traffic hours with 70% load and \leq 100 millisecond for any traffic within the country. (the same may be verified at any point of time as per ERNET decision.)

6.0 Increase/Decrease in Bandwidth: Within notice of 15 days

A. PRICE SCHEDULE FOR THE SUPPLY OF PREMIUM INTERNET BANDWIDTH (without DDoS Mitigation Service)

S. No.	PoP Locations	B/w (Mbps)	Number of E1 (A)	Unit Price per E1 per Annum (INR) (B)	Any other charges (C)	Total Price Per Annum without Taxes (INR) (D) = {(A*B) + C}	Taxes such as Service Tax, etc (INR) (E)	Total Price Per Annum (inclusive of taxes) (INR) (F) = (D+E)
1.	Delhi	300	150					
2.	STPI, Bangalore	30	15					
3.	Mumbai	10	5					
4.	Pune	30	15					
5.	Guwahati	40	20					
6.	Kolkata	40	20					
7.	IISc, Bangalore	50	25					
8.	IIT-Chennai	10	5					
9.	Hyderabad	10	5					
10.	Kanpur	10	5					
11.	Bhubaneswar	10	5					
12.	Indore	10	5					
13.	Kerala	10	5					
14.	Gorakhpur	10	5					
15.	Ajmer	10	5					
16.	Jaipur	10	5					
Grand Total								

149

0

B. PRICE SCHEDULE FOR THE SUPPLY OF PREMIUM INTERNET BANDWIDTH (With DDoS Mitigation Service)

S. No.	PoP Locations	B/w (Mbps)	Number of E1 (A)	Unit Price per E1 per Annum (INR) (B)	Any other charges (C)	Total Price Per Annum without Taxes (INR) (D) = {(A*B) + C}	Taxes such as Service Tax, etc (INR) (E)	Total Price Per Annum (inclusive of taxes) (INR) (F) = (D+E)
1.	Delhi	300	150					
2.	STPI, Bangalore	30	15					
3.	Mumbai	10	5					
4.	Pune	30	15					
5.	Guwahati	40	20					
6.	Kolkata	40	20					
7.	IISc, Bangalore	50	25					
8.	IIT-Chennai	10	5					
9.	Hyderabad	10	5					
10.	Kanpur	10	5					
11.	Bhubaneswar	10	5					
12.	Indore	10	5					
13.	Kerala	10	5					
14.	Gorakhpur	10	5					
15.	Ajmer	10	5					
16.	Jaipur	10	5					
Grand Total								

Note: For calculating the L1, 90 percent weightage will be given to bandwidth prices without DDoS mitigation and 10 percent weightage to bandwidth prices with DDoS mitigation services.

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 bandwidth required and our offer is to supply bandwidth strictly in accordance with the requirement and terms and conditions of the tender. We agree to abide by the terms and conditions of the tender if the contract is awarded to us.
2. 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.
3. Bid security for an amount equal to Rs. _____/- (Rupees _____ only) is enclosed in the form of Bank Guarantee.

(Signature and seal of Manufacturer/Tenderer)

Dated: _____ 2013

Annexure – IV

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)

Bank Guarantee No.

Ref.....

Date.....

To:

ERNET India
Department of Electronics and Information Technology
10th floor, Jeevan Prakash Building,
25,K G Marg,
New Delhi- 110001

Dear Sirs,

In consideration of the ERNET India, Department of Information Technology Ministry of Communications & 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, administrator, 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.

We _____ having 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 of _____ as 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 them 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/s. _____ on whose behalf this guarantee has been given.

WITNESS

BANK

Signature _____

Signature _____

Name _____
(Bank's Rubber Stamp)

Name _____

Official address _____

Designation with Bank Stamp

Attorney as per Power of Attorney

No. _____

Date: _____