

Tender No: EI-D/Tech/49-1/2013 (Pt.)

Dated: 28.03.2014

**Tender Document
for
Provisioning of MPLS link with Internet
bandwidth through Service Provider PoPs to the
ERNET's User Location**



Issued By:

**ERNET India
Department of Electronics & Information Technology
Ministry of Communications and Information Technology
Government of India
New Delhi-110001**

Invitation for Tender Offers

ERNET India invites sealed tender offers (Technical bid and Commercial bid) from eligible, reputed Service Providers to enter into a rate contract for Supply, Installation, integration & Commissioning of Internet lease line to be provisioned at ERNET user locations as per terms and conditions of 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. 10,00,000 (Rupees Ten Lacs only)
3	Issue of Tender Document (*)	28.03.2014 to 21.04.2014
3	Last date for receipt of queries	11.04.2014 upto 11.00 AM
4	Pre-bid meeting	11.04.2014 at 03:00 PM
4	Date for issue of consolidate clarifications	16.04. 2014
6	Last Date and Time for receipts of Bids	Upto 3:00 PM on 21.04.2014
7	Opening of Technical Bid	03:30 PM on 21.0.2014
8	Place of Submission & Opening of bids	Office of the Sr. Manager (Terrestrial Division) 10th floor, Jeevan Prakash Building, 25,K G Marg, New Delhi- 110001
9	Address for Communication	Sr. Manager (Terrestrial Division), ERNET India, 10th floor, Jeevan Prakash Building, 25,K G Marg, New Delhi- 110001
10	Contact Phone Numbers	+91-11-24361981
11	Fax Number	+91-11-23753985

(*) Tender document can also be downloaded (from 28.03.2014 to 21.04.2014) from ERNET Website as per clause 3.2 Section B of the tender document.

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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 Department of Electronics & 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 161 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 connectivity to GEANT & Trans Eurasia Information Network (TEIN3) is available to through NKN.

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**. The bids without compliance statement and documentary proofs may result in the Bid being invalidated.
- 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 specifications. 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 No.
- 2.6 Bidder should have necessary certifications (and to be enclosed as part of the bids) as may be required in the case of Service Provider.

3. Sale of Tender

- 3.1 Interested Bidder who wish to participate in the tender, may collect Tender Document in person against a Demand Draft or Banker's Cheque of Rs. 2,000.00 (Two Thousands only) drawn in favour of "**ERNET India**", **New Delhi** from **Sh. Naveen Fagna, Assistant, ERNET India, Electronics Niketan, 6 CGO Complex, New Delhi- 110003** as per the schedule detailed below:

1	Price of Tender Document	Rs. 2,000/- (Rupees Two thousand only)
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(*) Tender document can also be downloaded (from 28.03.2013 to 21.04.2014) from ERNET Website and the tender fee (in the form of Demand Draft/Banker's Cheque) can be submitted along with technical bids by the bidders.

3.2 The Tender document is available on website of ERNET India www.eis.ernet.in Interested Bidders may also download the document (during the period as mentioned in SI No 3 of the above table for Tender Schedule)from the website. In such case, an amount of Rs. 2,000/- in the form of Demand Draft/Banker's Cheque(should be included in envelope containing Technical bid) 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 in 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. The Undertaking should be as part of the Technical Bid.

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 with a seal of the company, of person signing the bid documents.

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, 2012, 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 Each copy of the technical bid of the tender must be marked as "Original" and "First Copy".

8.2.7 Softcopy of the complete bid.

8.2.8 Final tender document (by incorporating the entire corrigendum issued by ERNET, if any) duly signed by the bidder.

8.2.9 **The technical offer should comprise of following:-**

- Detailed technical description of the offered solution architecture.
- Complete network diagram detailing how the connectivity from service provider PoPs to the end locations will be provided through proposed network.
- Complete Technical Solution including lay-out, design and architecture of the network.
- Bill of material with equipment details required to complete the project along with exact quantity for single user location.
- Technical Documentation [Data Sheet, Product Brochures, leaflets, manuals etc.]

- Delivery and implementation schedule.
- Compliance of terms and condition indicating clearly deviations 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.
- 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 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 CPE rental charges against the price bid format at annexure - II.
- Recurring charges for each of the MPLS link (Annexure-I) with Internet bandwidth as per data slab given in price bid format.

8.3.1 The list of links is at Annexure-I. However, ERNET reserves the right to decrease/increase the bandwidths of the links.

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.

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 completion of every year of service and accordingly be readjusted subject to technical feasibility and service performance. Also, in the event of only one successful bidder, all the links may be awarded to a single bidder. **ERNET reserves the right to cancel the Tender process at any stage during the Tender Process.**

8.4 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.

8.5 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.

8.6 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 as per the Schedule mentioned in the Tender Document in the Office of ERNET India, 10th Floor, Jeevan Prakash Building, 25,K G Marg, New Delhi- 110001 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. ERNET may request any bidder in writing to provide clarification on any tender clause based on the technical evaluation. 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 No correspondence shall be entertained from the 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. Procedures for Opening and Evaluation of Tender Documents:

14.1 Evaluation Process

To meet the ERNET requirement as spelt out in the tender document, the selected bidder must have the requisite experience in providing similar services. The Evaluation Process for the tender proposed to be employed by the ERNET is indicated from Section 14.2 to 14.3 of this Section. The purpose of Clause 14 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.

14.2 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 1. 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. Pls. note that any bidder not meeting the pre-qualifying criteria or any other basic terms and condition of tender is liable for rejection without notice and /or further processing.

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 14.3 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.

14.3 The Parameter for evaluating the Technical scores are as under

Criteria		Max. Marks	Weightage	Bidder Response
General				
1	Bidder's Credibility/Strength	20		
1.1	No. of years in ISP business	7	3- 5 years ---3 marks 5-8 years ----5 Marks Beyond 8 years – 7 Marks	
1.2	Annual turnover in each of last 03	7	> 50 Cr. --- 2	

	financial years.		marks	
			100 – 200 Cr. --- 5 marks	
			Above 200 Cr. – 7 marks	
1.3	No. of govt. client to whom Internet Lease line / MPLS Connectivity services is being provided.	6	>20 users – 2 marks 20 – 40 users – 4 marks Above 40 users – 6 marks	
2	Skills strength of the bidder	30		
2.1	No. of technically qualified staff - All India	8	>100 staff – 4 marks 100 to 200 staff – 6 marks Above 200 staff – 8 marks	
2.2	Total no. of similar projects executed in last 03 years.	4	> 20 --- 2 marks 20 – 40 --- 3 marks Above 40 – 4 marks	
2.3	Total no. of Internet LL nodes operational as on date	9	>100 – 3 marks 100 – 300 – 6 marks Above 300 – 9 marks	
2.4	No. of data delivery (excluding Voice) PoPs in India	9	>50 PoPs – 3 marks 50 – 100 PoPs – 6 marks Above 100 PoPs – 9 marks	
3	General capabilities	20		
3.1	Total length of Fibre/RF network on Pan-India basis.	7	100 Km – 3 marks 100 – 300 Km – 5 marks Above 300 Km – 7 marks	
3.2	Technical description and documentations submitted for complete scope of work.	6	To be rated by ERNET	
3.3	Acceptance of all tender terms and conditions other than pre-qualifying and	7	No – 0 marks Yes – 7 marks	

	basic terms & condition.			
4	Service Level Agreement offer	10		
4.1	End to end network availability (99%) (to be calculated on monthly basis) from CPE to Internet Gateway of bidder/Service Provider	4	<99% -- 0 marks => 99 - -4 marks	
4.2	Packet loss (<1%)	3	>1% -- 0 marks =<1 – 3 marks	
4.3	Latency of less than 50 msec from the CPE router to the 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	3	>300 ms -- 0 marks =<300 ms – 3 marks	
5	Project planning and implementation	20		
5.1	Comprehensiveness Project planning methodology	8	To be rated by ERNET	
5.2	Adherence to rollout plan in previous project done for ERNET.	12	To be rated by ERNET	

* Bidders to get technically qualified have to score min. 70% marks in individual sections (1 to 5) as well as in sum total of all the sections.

Note:

Bidder should submit its remarks against each parameter of table 14.3 and also submit all the documentary evidence in support of given remarks/ Claims.

15. Rejection & Return of Tender

15.1 ERNET India, an Autonomous Scientific Society of Department of Electronics & Information Technology (hereinafter abbreviated as ERNET respectively) 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 (during any stage of the Tender Process) 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 Earnest Money Deposit (EMD) would be **Rupees Ten Lacs** 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 EMD in the form of Bank Draft will not be acceptable.

- 17.3 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).
- 17.4 The EMD of the successful Bidder will be returned after the Bidder provides the performance guarantee, as required in clause. 18 of this section.
- 17.5 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.
- 17.6 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.
- 17.7 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 1st year contract value in the form of an irrevocable and unconditional bank guarantee on a nationalized Indian bank, as per Performa attached as Annexure-III within 15 calendar days of the issue of letter of acceptance. PBG(Performance bank Guarantee) can be submitted on yearly basis for 5 years which means the submitted PBG must be valid for 1 year and before the expiry of the current PBG a new PBG shall be submitted failing which no payment will be released on account of any service under this contract.
- 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 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.
- 18.6 The performance guarantee is intended to secure the performance of the entire network 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 enter into a rate contract with the successful bidder(s) and then issue subsequent purchase orders as per the exact requirement of ERNET during the complete period of contract subject to the terms and conditions of the tender. 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 ERNET is not bind to maintain the exact ratio of order distribution between the successful bidders. However due considerations would be made to follow the order ratio.

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 vary the number of links 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 **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.**
- 21.4 **The prices should be quoted in Indian Rupees.**

- 21.5 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.
- 21.6 Bidder's offers, remarks and deviations shall be with reference to sections and clause numbers given in the Tender schedules.
- 21.7 **All prices should be quoted as final with no upward change.**
- 21.8 Any bid received by the Purchaser after the last date & time for receipt of the bids prescribed by the Bidder, 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 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.

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 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.

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 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.

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 links / service 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 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.

- 32.2 If any time during the said period the Bidder reduces the sale price, sells or offers to sell such stores bandwidth 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. Passing of Property

- 33.1 CPE Ownership shall not be passed on to the Purchaser and will remain the property of service provider

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

- 34.1 Successful Bidder shall protect and fully indemnify ERNET from any claims for infringement of patents, copyright, trademark or the like.
- 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 ERNET from any claims/penalties arising out of any infringements.

35. Submitting Bid in Consortium

- 35.1 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.

36. Purchase Preference for PSU

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

37. Validity of the Bid and Price Variation

- 37.1 The validity of the complete bid (including financial quote) should be 180 days from the date of opening of the bid.

38. Contract Negotiation

38.1 At the completion of the selection process, ERNET India will enter into 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 the complete duration of contract.

39. Unsatisfactory Performance

39.1 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.

40. Delivery Time Schedule

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.**

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.

40.3 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 at Bidder's costs and risks.

40.4 This is a regular service area of ERNET, 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 10 weeks** from the date of placement of purchase order.

41. Installation and Acceptance

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 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.

- 41.2 ERNET would be carrying out tests to see if the ordered connectivity and bandwidth has been delivered successfully or not within a period of one week from the date of delivery confirmation from the vendor side for acceptance or rejection of any link. The billing cycle will start after successful acceptance of individual links from ERNET side.

42. Service during the Contract Period

- 42.1 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.

43. Payment Terms

- 43.1 Payment shall be made by ERNET India to the selected Bidder quarterly on per link basis after completion of every quarter and due service certification as against the SLA and other terms and conditions of tender.
- 43.2 A pre-receipted bill shall be submitted (two copies) along with all enclosures in support of maintaining SLA parameters in the name of ERNET India for the respective location mentioned in the Purchase Order of the service of every Quarter (Jan-Mar, Apr-Jun, Jul-Sept, Oct-Dec).

44. Confidentiality of Information

- 44.1 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.
- 44.2 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.

45. Disclaimer and Liabilities of ERNET India

- 45.1 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).

46. RFP Ownership

- 46.1 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-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 immediately.

47. Intellectual Property

- 47.1 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.

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

- 48.1 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.

49. Merger/ Acquisition of Bidder

- 49.1 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.

50. Project Implementation and Management

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

In case the Service provider's MPLS POP or control center goes down or any other major break down happens, backup arrangements should be provisioned to reduce the impact of it on ERNET's circuits.

51. Duration of the Order

- 51.1 **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.

52. Any other Information

- 52.1 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.

53. Order Cancellation

- 53.1 ERNET reserves its right to cancel the order in part or whole in the event of one or more of the following situations:
- (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.
 - (b) SLA parameters are not being met continuously for 3 Months.
 - (c) Uptime 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.

54. Feasibility of Links

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.

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 provision MPLS link with Internet bandwidth to be terminated at ERNET user location through successful bidder's PoPs. For detailed technical requirements bidder needs to refer Section E. All the successful bidders shall require to provide details Web Portal wherein customer can log on through 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 the successful bidder to proactively monitor all the links for all the service related issues.
- 1.2 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. "
- 1.3 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.

2. Deliverables

- 2.1 Committed Internet connectivity to nodes on end to end basis for the ordered locations.
- 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 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.

- 2.5 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.
- 2.6 The bidder should submit the monthly report of all the link w.r.t all SLA parameters to ERNET latest by 5th day of next month.
- 2.7 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

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.	Only those organizations who have their own back-bone NETWORK on fiber and a valid license to operate & provide ISP services shall be eligible to participate in the tender (Documentary evidence to be submitted/included in Technical Bid)		
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. (Documentary evidence to be submitted/included in Technical Bid)		
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.	It shall have data delivery PoP (Points of Presence) at more than 100 locations on its backbone across the country. A list of POPs with detailed address indicating name of the States in which it is operational across the country (except at Northeastern Region excluding Guwahati and J&K) shall be submitted along with the bid.		
6.	The bidder should have STM-16 level Backbone capacity on core.		
7.	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. (Documentary evidence to be submitted/included in Technical Bid)		
8	The bidder should submit 2 order copies and their Letter of Execution/Completion Certificate from at least 2 existing customers to whom the vendor is providing lease line / MPLS VPN services of the individual one order values of atleast INR 50 lakhs and one order values of atleast INR 80 lakhs.		
9	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. In support of claim, bidder has to submit a certificate signed by company C.A clearly stating the turnover of all the three years.		
10.	The Vendor's shall have TL 9000 Certificate.		
11.	The bidder should have its local offices in at least 70 cities with technical service centre having technical employees for providing quick response and better coordination with ERNET PoP.		
12.	The Bidder should have All India toll free number for customer care. The no should be mentioned in the Technical Bid.		

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 _____ 2014

SECTION – E

TECHNICAL REQUIREMENTS

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SECTION - E

TECHNICAL REQUIREMENTS

1. Objective

Bidders are required to provision Internet Lease Line to be terminated at ERNET India's user location through successful bidder's PoPs. The links will be ordered for the existing clients across India through the existing/ new PoPs at desired speed.

1.1 The system is intended to achieve the following goals:

- Provide a lease line based last mile solution for ERNET to reach out to its customers located directly from service provider's PoP.
- To provide primarily Data services both IPv4 as well as IPv6 and allow Internet traffic flow for all types of services”.

2. General Networking Requirement

ERNET's customers intend to be able to use the network for sustained, high capacity data transfers for moving increasingly large volumes of data generated by their experiments.

The following sections summarize the requirements for the networking part of the communication fabric.

Flexibility

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.

Resilience/Reliability

The specifications for Routers used in the network are given at annexure-IV. The routers should be from reputed OEMs so as to make the network reliable and maintains no single point of failure.

3. Network Monitoring and Measurement Services

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.

The Web Based Network Monitoring Portal of the bidder should have the following features:

- The portal should be capable of inter working with SNMP agents of routers supplied as well as existing routers.
- The portal should offer GUI and Web browser based interaction for the user.
- IT portal should be possible to monitor the complete network from a single point
- Portal should provide the statistics regarding resource utilization and status of the network
- Portal should be able to detect the number of active and faulty links and routers on the network at any given time.
- Portal should offer tabular information giving percentage uptimes of individual links on a monthly basis.

4. Other Requirements

4.1 Scalability

The network should be scalable to gigabit speeds, which should happen without much disruption to the already set-up operational network.

4.2 Security

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.

4.3 Setting up of Customer Premise Equipment (CPE)

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 ensure that all the network devices provided in the Network and their internal components should not be refurbished.

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 (max.) | - Latency of less than 50 msec from the CPE router to internet gateway of the bidder in India and less than |

300 msec from the Internet GW of the bidder to the popular websites hosted in Europe/USA

- 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 120 ms
- 5.1.8 Fault reporting Help Desk (Toll Free)
 - 24x7x365

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.	0
> 98.5 to < 99.5	10
> 97 to < 98.5	20
> 95 to < 97	30
> 90 to < 95	70
< 90 % -----	100

1. 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.
2. 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.

5.2.3 Latency: Latency will be randomly checked 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 Bidder should also provision for automated ticket booking mechanism on the event of the link failure.

5.3 Procedure for Fault Booking, its Escalation and Help Desk

5.3.1 Bidder must set up adequately manned Help Desk to proactively monitor the links and 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. Also the successful bidder(s) should send monthly reports to ERNET detailing the complete down/ up time along with measurements of other SLA parameters of individual links.

5.3.2 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. Date, time and ticket no. of booking of complaint shall be taken as reference for the purpose of calculation of duration of non-availability of circuit. Also bidder shall be responsible for providing ticket no. / Complaint no. to ERNET on report of any link problem either immediately or within 5 minutes by return Email failing which ERNET may record the downtime by its own mechanism and the same should be binding to bidder. .

ERNET helpdesk will also maintain the records of downtime/ other SLA parameters and the same shall be taken as reference in situation 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 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 the use of industry standard test instruments. The link will be treated as restored as soon as Bidder is able to show the above stated functionalities.

SECTION – F

ANNEXURES

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Annexure I

List of Institutes proposed to be provided Internet Bandwidth from Service Providers' PoPs/NOCs

S. No.	Complete Address Of User	Present Bandwidth	email ID	Contact Details
1	NATIONAL RESEARCH CENTRE ON SEED SPICES, TABIJI, AJMER RJ	2/ 4/ 6MBPS	nrcss.director@gmail.com,mukeshvishal.rns@gmail.com	M.-M.A. Khan-09414840605, Mr. Rishi 9983155631, Mr. Mukesh 9680001734
2	ERNET INDIA A/C Indian Institute of Vegetable Reasearch Post Bag NO 1 POST OFFICE JAKHANI VRNS	2MBPS	directorivr@gmail.com,tashidorje@yahoo.com	PHONE NO. 91-542-2635247; 2635236, directorivr@gmail.com Mr. P.D.Lama-09453040910 Mr. Abhishek 8953651953
3	NATIONAL DAIRY RESEARCH INSTITUTE, COMPUTER CENTRE KARNAL	2MBPS	feedback@ndri.res.in	Anil Kumar -0184-2259018/2259014/2259021 (Computer Room)
4	COMPUTER APPLICATION IN AGRICULTURE, INDIAN INSTITUTE OF PULSES RESEARCH KANPUR	4MBPS	info@iiprernet.in, drmisra_1969@yahoo.co.in, khare_aditya@yahoo.com	Phone : 2570 146 {EPABX Exchange} 2572464, 2572465 Ext. 205 Dr DEV RAJ 9451018396 D R Misra 9451018396 Dr A P Khare 9450127085, Dr Bansal 09450152971
5	AMBDKAR UNIVERSITY, GURU GOBIND SINGH, INDERAPRASTHA UNIVERSITY, DELHI	8 Mbps	bishla@aud.ac.in,mukesh@aud.ac.in	Mr. Mukesh 8010804168 Ms. Sunita 9868021904, Mr. Deepak Bishla 9560957605,23865083

6	PROTECTION OF PLANT VARIETIES AND FARMERS RIGHT AUTHORITY, NASC COMPLEX, DPS MARF, OPP TODAPUR VILLAGE, NEW DELHI	2 Mbps	ca4-ppvfra@nic.in, rg-ppvfra@nic.in, ppvfra-agri@nic.in, chairperson-ppvfra@nic.in	Alexander - 25848127, Registrar in General R C Agerwall 9899008855, sanjay gupta-9015508067 25848127
7	Central Institute of Brackishwater Aquaculture (ICAR) 75, Santhome High Road, R.A. Puram, Chennai	4 Mbps	nagarajans@ciba.res.in, nmskumar@ciba.res.in, director@ciba.res.in	044-24616948, 24618817, 24610565 044- 24610311; URL: www.ciba.res.in. M.S.Kumar 9444929720, Nagarajan - 9487790174
8	NATIONAL RESEARCH CENTRE FOR RAPESEED MUSTAND SENAR, BHARATPUR	2 Mbps	vky20@hotmail.com	Contact Person: Mr. Vinod 9414025076, vky20@hotmail.com
9	UTTAR BENGAL UNIVERSITY OF AGRICULTURE, PUNDIBARI, COOCHBEHAR	2 Mbps	apurba.ubkv@yahoo.co.in, ssbhattacharya04@gmail.com, Pankaj1230ds@gmail.com	Mr. Subendu Dass-09434317558, Registrar-09474331972, Dean (Mr. Apurva Chowdhary) 9434317558, Mr. Pankaj - 09800329501
10	INDIAN INSTITUTE OF NATIONAL RESINS AND GUMS, RANCHI	2 Mbps	iinrgmr@gmail.com, gang@innocent.com	Mr. Sunil Kumar 9308799460, Mr. Dipankar Ganguly 9835539539, Email.ID- iinrgmr@gmail.com
11	COLLEGE OF AGRICULTURE, CHIPLIMA, SAMBALPUR, Orissa	2 Mbps	cachiplima@hotmail.com	Mr. Raj Kishore Parthi - 9437290819

12	Central inst for arid Horticulture Bikaner Rajasthan	2 Mbps	ciah@nic.in	9950459671, Mr. P N Mr. Shrilingam, Mr. Mahavir Jain 09414426837, ciah@nic.in , Mr. V.R.Khatri-0151-2250147, 09460443404
13	NBSSL Banglore	2Mbps	nbssrcb@gmail.com	080-23412242, 23410993, 23415683, Mr Naidu 09480423546, : Mr. Venkatesh D H 9448209063
14	INDIAN VETERINARY RESEARCH INSTITUTE, REGIONAL STATION, PALAMPUR, KANGRA HIMACHAL PRADESH-17061	2 Mbps	omsharma53@yahoo.com	Mr. Balvinder Singh Mr. Rana,9857562213, Contact No: 01894 -230526, Dr D K Bhatt 09418291008, Mr. O.P.Sharma - 09816479008
15	UPTDEEN DAYAL UPADHYAY PASHU CHIKITSA VIGYAN VISHWAVIDYALAY EVAM -GO ANUSANDHAN, MATHURA	2 Mbps	Drdablu@gmail.com, Rishi86@live.com	Dr Parbhakar 9412777943, Email ID- Drdablu@gmail.com, Rishi - 9457059570, Rishi86@live.com
16	COLLEGE OF VETERINARY AND ANIMAL SCIENCES UDGIR, LATUR	2 Mbps	ashokvbhonsle@hotmail.com	Phone:(O) 02385- 257448, Fax 02385-2563506, Mr. Ashok Bhonsle , 8308468899, Cell No. 08308468899

17	COLLEGE OF FISHERIES, RANGAILUNDA, GANJAM, Orissa	2 Mbps	dircof2012@gmail.com	Director, D. Satpaty - 09861077340, Mr.Suresh Kumar/ Dr.B.K.Kuwatra 9861233276, 9861503697, Mr. S.K.Mishra - 9337336590
18	ZONAL AGRICULTURAL RESEARCH STATION IGATPURI DISTT, NASHIK	2 Mbps	patilvajayshreeram@gmail.com	Dr. Patil V.S Mob. +919850868615, 02553-244013, 02553-
19	Zonal Agricultural Research Station, 97, Ravivar Peth Near DAV, College Station, Solapur	2 Mbps	zarssolapur@rediffmail.com	Dr. A.D. Kadlag +919422227493,0217-2373209, +919422227493
20	Central Sugarcane Research Station, Padegaon, Dist. Satara	2 Mbps	csrspadegaon@rediffmail.com	Dr. Keshav M. Pol, Mob.9881549694
21	College of Agriculture, Shivajinagar, PUNE	2 Mbps	adacpune@yahoo.com	Dr. B.R.Ulmek, Mob. +919860247262/ Dr. Shirke Mob. +919422522712 , 020-25537033, 020-25537038
22	College of Agriculture, Dhule	2 Mbps	adacdhuile@hotmail.com,atuldeshmukh26@gmail.com	Dr. S.L.Lad Mob. +919850868615,02562-230368, Atul Deshmukh 9890581977
23	Oilseed Research Station, Jalgaon.	2 Mbps	oilseeds_jal@yahoo.com, oilseeds_jal@rediffmail.com	Dr. Patil Sudam, Mob. +919850327873, 0257-2253228, 0257-2250888, 0257-2200464

24	College of Agriculture, Kolhapur	2 Mbps	a-pharande@rediffmail.com	Dr. A.L..Pharande Mob. +91922665967,217273209
25	Officer Incharge, Agricultural Research Station, K. Digraj	2 Mbps	kathmaledk@rediffmail.com	Dr. Dilip Kisanrao Kathamale Mob. +919405267061, 0253-2473288
26	NIELIT Ajmer, The Director NIELIT Centre AJMER Jain Palace, Sapnda Road, Kekri, District Ajmer Pincode 305404	4MBPS	dir_ajmer@nielit.in	Mr. V K Jain 9414003156
27	NIELIT(DOEACC)-Agartala, The Director NIELIT Centre(RIELIT) Directorate of Information Technology (Govt. of Tripura) Campus, ITI Road, Indranagar, Agartala – 799 006, West Tripura	4 MBPS	Surajit.doeacc@gmail.com	Mr. Anurag Mathur - 9612156018, Mr.Surajit Pal - 9774229418
28	NIELIT(DOEACC)-AIZAWL, NIELIT AIZWAL - Industrial Estate, Zuangtui, Aizawl-796017	4MBPS	NDSingh707@gmail.com, Rema.sailo@gmail.com	Mr. Dev Chandra - 09856108333

29	NIELIT(DOEACC)- Calicut, The Director NIELIT Centre Calicut Post Box No:5, NIT Campus P.O., Calicut-673601, Kerala	4MBPS	dir_c@doea cc.edu.in, info@cedtic. com, ajit@doeacc calicut.ac.in, calicut@doe acc.edu.in	Mr. Hary - 9446451215
30	NIELIT(DOEACC)- Chandigarh, The Director NIELIT Centre CHANDIGARH SCO 114-116, Sector 17-B Chandigarh- 160017	4MBPS	chandigarh @doeacc.e du.in, sunitagoyle @yahoo.co. in, rcc- chd@chd.ni c.in, dir_chd@do eacc.edu.in	Dr. A.K.D. Dwivedi - 9463502868, 0172- 2703281,0172-2702263, 0172-2703283(FAX)
31	NIELIT(DOEACC)- Itanagar, NIELIT Itanagar - Shiv Mandir Road, E- Sector,Nahurlagun , Itanagar - 791110, Arunachal Pradesh	4MBPS	dir_itanagar @doeacc.e du.in, itanagar@d oeacc.edu.i n	Shri Gurjit Singh - 9856060291, 0360-2351854, Mr. Vijenthana Singh- 985607056, Mr. Vipul Roy, 9863894002, 0360-2351855 (FAX)
32	Nielit (DOEACC) - Gorakhpur	4MBPS	gorakhpur@ doeacc.edu. in, dir_g@doea cc.edu.in, gorakhpur@ gkp.ernet.in	Mr. Abhinav Mishra 9451127345, 08574600610
33	NAARM Hydrabad	2 Mbps	sumanth@n aarm.ernet.i n,ithelpdesk @naarm.er net.in,dhand apani@naar m.ernet.in	Mr A Dhandapani/ Dr. R.K Samarta /Mr Rama Rao/Mr. M N Reddy/Dr. Murthy Shakti 9000345486 ithelpdesk@naarm.ernet.in Suman 09949340341, 8008198199, Mr. Rajshekhar Ayyar – 8008005584

34	ERNET HQ, New Delhi	20 Mbps	barman@eis.ernet.in	Mr. Dilip Barman Tel: 011-24361981
35	C-DAC, Mumbai	20 Mbps	bharat@cdacmumbai.in	Sh. Bharat Desai Associate Director Tel : 022-26201606/ 26201574/26200139
36	IISC, Bangalore	20 Mbps	multi@ece.iisc.ernet.in, utpal@ece.iiscernet.in	Prof. Utpal Mukherji Associate Professor Tel: 080- 23601312 23600855/ 23341683/ 233416837
37	IIT, Guwahati	20 Mbps	dgoswami@iitg.ernet.in	Dr. Diganta Goswami Professor & Head M- 09435044903 Tel: 0361- 2583391 2690321
38	IIT, Kanpur	4 Mbps	navi@iitk.ac.in	Prof. Ashish Dutta Head (O)0512- 2597371/2590697
39	IIT-Chennai	4 Mbps	kama@cse.iitm.ernet.in	Prof. V. Kamakoti Professor and Project Coordinator 2578337/22578355 /22575374
40	IUCAA, Pune	12 Mbps	sarah@iucaa.ernet.in	Prof. Ajit K. Kembhavi Director (M): 09881070973 (O) :020-25691414 /25604100
41	OCAC, Bhubaneswar	4 Mbps	rikidas@yahoo.com srdas@ocac.ernet.in	Sh. S.K. Mahapatra System Analyst Tel: 0674- 2582484/2582490/2588280/ 2582860/2588064

42	UOH, Hyderabad	12 Mbps	chakcs@uohyd.ernet.in	Dr Chakravarti Bhagwati Local Coordinator M: 09849016256 Tel : 040- 23010121/ 23010367/ 23010500/ 23011435
43	University of Rajasthan	4 Mbps	shail2405@gmail.com nagawat@uniraj.ernet.in	Dr. Shailendra Kumar Gupta Director & Head, Infonet Centre ,Physics Tel :0141-2703713
44	VECC, Kolkata	20 Mbps	dsarkar@vecc.gov.in	Dr D.Sarkar Head Computer & Information Division Tel: 033- 23218253 /23346871

Annexure-II

PRICE FORMAT

(For each of the links mentioned above, for which Internet links are to be dropped directly from the Service Provider PoP/NOC by using MPLS links, the price format should be as under)

B/w (Mbps) (A)	One Time Installation Charges (INR) Unit Price (B)	Annual Recurring B/w Charges {Local Loop + Internet Bandwidth Charges} (INR) Unit Price (C)	Annual recurring CPE Leased / Rental per unit Charges (INR) Unit Price (D)	Total Price Per Annum without Taxes (INR) (E) =(B+C+D)	Taxes such as Service Tax, etc (INR) (F)	Total Price Per Annum (INR) (G) =(E+F)
2						
4						
6						
8						
10						
12						
14						
16						
18						
20						
					Total	

Important Note:

- 1. The grand total for all the links (in the above format) will be used for calculation of L1.**
- 2. The above rates will used to enter into a rate contract for issuing purchase orders for the complete duration of contract.**
- 3. The POs for the bandwidths for the links will be placed as per actual requirement of the user. The indicated bandwidths are the present bandwidth for the users.**

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 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.

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 _____ 2014

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
Electronics Niketan, 6 CGO Complex
New Delhi – 11 00 03

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.....

Annexure-IV

The router should have the following specifications

1.

1.1. Interfaces

- 1.1.1. At least 1x10/100 Mbps Ethernet WAN Ports
- 1.1.2. At least 1x10/100 Mbps Ethernet LAN Ports
- 1.1.3. Should support at least 1 expansion slot to be used to interface at least one serial card with one V.35 interface:

1.2. Security

- 1.2.1. Should be able to do IP Filtering
- 1.2.2. Should support 802.1x standard.
- 1.2.3. Authentication: RADIUS, MD5, VPN/ Encryptions
- 1.2.4. Should have NAT features
- 1.2.5. Should have VPN, IPSec features
- 1.2.6. Encryption: DES, 3DES, AES

Layer 2 Features

- 1.2.7. Shall support VLAN in accordance with IEEE802.1Q
- 1.2.8. Support minimum of 2K of VLANs ID
- 1.2.9. Shall support upto 15 VLANs
- 1.2.10. Support spanning tree on Bridge Ports

1.3. QoS

Shall support traffic classification based on

- 1.3.1.1. source/destination MAC address
- 1.3.1.2. VLAN ID
- 1.3.1.3. source/destination IP address
- 1.3.1.4. network protocol (e.g. IP)
- 1.3.1.5. the IP protocol of the packet (e.g. TCP, UDP, GRE)
- 1.3.1.6. Should support hierarchical QoS for voice and video.
- 1.3.1.7. The higher-layer protocol of the packet (e.g. HTTP, FTP, TFTP, SMTP)

1.3.2. Shall support following queuing mechanism

- 1.3.2.1. Priority Queuing
- 1.3.2.2. Shall support virtual bandwidth mechanism to limit total bandwidth
- 1.3.2.3. Shall support configuration of dynamic classifiers to dynamically monitor the type of traffic and apply QoS treatment accordingly.

1.4. Features

- 1.4.1. Shall support flash memory capable enough to store at least two software releases

1.4.2. Router OS should have option to store multiple config files & activate any one of them at any time, automatically or manually.

1.5. Performance:

1.5.1 The router should have a back plane bandwidth to support have throughput above 75Mbps

1.5.2 The router should have packet processing rate of at least 150000 packets per second.

1.6. Load Balancing

1.6.1. Shall support WAN load balancing

1.7. Protocols

1.7.1. RIPv1 and v2

1.7.2. OSPFv1 and v2

1.7.3. GRE, L2TP

1.7.4. BGP-4

1.7.5. IPv6

1.7.5.1. RIPv6

1.7.5.2. IPv6 RFC 2460

1.7.5.3. Neighbour discovery RFC 2461

1.7.5.4. Stateless address auto configuration RFC 2462

1.7.5.5. ICMPv6 RFC 2463

1.7.5.6. Transmission of IPv6 packets RFC 2464

1.7.5.7. Connection of IPv6 domains via IPv4 clouds RFC 3056

1.7.5.8. DHCPv6

1.7.5.9. Should support IPv6 Multicast

1.8. Environmental

1.8.1. Operating Temp: 0oC to 40oC

1.8.2. Storage Temp: -25oC to 70oC

1.8.3. Relative humidity: 5 to 95% non-condensing

1.9. Manageability

1.9.1. Web based GUI

1.9.2. CLI management

1.9.3. SNMPv3

1.10. Power Characteristics

Input Voltage: 100-240 VAC, 50-60 Hz