



An Autonomous Scientific Society under Ministry of Electronics & Information Technology
(MeitY), Govt. of India

TENDER
For
Selection of Service Provider
For
MPLS, Point to Point and Internet Lease Line
Services

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About ERNET India

ERNET India, an autonomous society of Ministry of Electronics and Information Technology, Govt. of India mandated to consult and deploy ICT solution utilizing latest technologies for education and research institutions of country. It was established in 1998 as an autonomous scientific society registered under The Societies Registration Act, 1860 and works under the administrative control of Ministry of Electronics and Information Technology, Government of India. ERNET India operates terrestrial and satellite network and serving many institutions in various sectors, namely, health, agriculture, higher education, schools and science & technology.

“CERT-In” means Indian Computer Emergency Response Team, Ministry of Electronics and Information Technology Government of India who has entrusted ERNET India for procurement of MPLS, Point to Point and Internet Lease Line Services. CERT-In is end user of this project. Accordingly, ERNET India invites bids for entering into a Contract for “Selection of Service Provider for MPLS, Point to Point and Internet Lease Line Services”.

The ERNET India reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process at any stage, and issue another tender for the same or similar Equipment at any time before the award of the contract. It would incur no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

Section-I

Eligibility & Qualification Criteria

- 1) Bidder should be either Central Public Sector Enterprise (CPSE) or Subsidiary of any CPSE who is also a CPSE (attach relevant documents for same) and should have valid License for providing Access and NLD (National Long Distance) Services, issued from Department of Telecommunication (attach relevant documents for same). However, in case BSNL participates in the tender and becomes a successful bidder, it will be allowed to avail Multi-Protocol Label Switching (MPLS) service/ Last mile connectivity from MTNL for Delhi & Mumbai which should be seamlessly interoperable on BSNL network.
- 2) Past Experience of Similar Services: The Bidder must have successfully executed / completed atleast 150 links of L2/L3 MPLS VPN and/or P2P (Point to Point) Lease lines. Work orders and its completion certificate of links along with names, address and contact details of clients shall be uploaded with the bid by the bidders. Work order(s) and their completion date/date(s) should be in between 01/10/2019 to 30/09/2024.
- 3) Service & Support: Bidder must have Dedicated/Toll Free No. for the Service support. *Self-Declaration shall be issued in this regard on company's letterhead.*
- 4) Bidder should have its own NoC (Network Operation Centre) & NMS with round the clock operations; to monitor the provisioned Services (MPLS, P2P & ILL links etc.) and to resolve operational issues. Access to Web based NMS Portal shall be provided at customer locations for live monitoring of links and reports access. *Self-Declaration for the availability of same shall be issued in this regard on company letterhead.*
- 5) The above details need to be submitted at Annexure-II along with complete Bidder's Information.

Section-II

Scope of work

ERNET India has been entrusted by Indian Computer Emergency Response Team, Ministry of Electronics and Information Technology, Government of India (herein after called “CERT-In”) to select bidder (herein after interchangeably called “Service provider” or “SP” or “bidder” or “seller”) to setup a robust and high availability Wide Area Networking infrastructure through:

- i. Managed L3 VPN MPLS bandwidth (1:1) in full duplex mode (herein after called “MPLS”) for its Primary Data Centre (DC), Disaster Recovery Data Centre (DR) and remote locations/sites (herein after interchangeably called “customer locations”). All these sites are required to be connected in Hub and Spoke model.
- ii. Point to point (P2P) lease lines between the data centres.
- iii. Provisioning of clean Internet Lease Line (ILL) bandwidth with DDOS Mitigation capacity of 1.5 Gbps over cloud.
- iv. A NMS portal for monitoring the provided links.
- v. A Ticket System for creating and managing the tickets.
- vi. The service provider should get their network infrastructure audited for cyber security as per DoT/CERT-In defined procedure/guidelines.

The Requirements as mentioned in point i, ii, iii, iv & v will hereinafter be called “**Project**”.

Data transfer will be done through IPSec tunnels over MPLS network of the selected Service Provider. Critical applications will be hosted centrally at DC & DR which will receive data over the MPLS network from remote locations spread all across India and process the same. P2P links will be used for Data replication/migration between DCs & DRs. ILL will be used for remote access/login. Locations details along with desired bandwidth requirement(s) will be shared to the interested bidders upon submission of **Annexure-V**.

The broad scope of work of the Service Provider is given below:

- 1) Delivery, installation, testing and commissioning of MPLS, P2P & ILL at all listed locations and provisioning of the required bandwidth as mentioned in Annexure-I.
- 2) The MPLS and P2P bandwidth should also support the jumbo frames (i.e. without any fragmentation) between remote location CPE(s) and DC/DR & should allow transmission of data, voice and video applications.

- 3) MPLS, P2P & ILL links are divided in two categories i.e. Category-A Link and Category-B Link. Details of links along with respective categories are mentioned in Annexure-I.
- 4) The last mile connectivity for all the sites shall be on Optical fibre cables (OFC). Connectivity from the Service Provider's Network Termination Equipment (NTE) to Customer premise equipment (CPE) at Site(s) should be on a single link of 1G, 10G, 40G or 100G port respectively as per Bandwidth requirements listed in Annexure-I.
- 5) Service Provider will be responsible for bringing and maintaining the last mile connectivity on OFC till CPE. Any expenditure like keeping Rack for NTE (Space), cross-connect charges etc., payment of rent to the data centre provider(s) for such activities (if any) at Data centre(s) and/or remote location(s) will be the sole responsibility of the Service Provider. It may be noted by the bidders that the remote sites under this project are mainly data centres of the clients.
- 6) As a part of the operational process to access to Rack (where the link needs to be terminated), Service Provider(SP) may have to collect & handover the Rack Lock keys from/to designated nodal officers posted at locations (which may be different than link termination site but located well-within same city).
- 7) Last mile OFC Connectivity at Category-A locations should be on a Ring architecture. MPLS, P2P & ILL at Data Centres are categorized as category -A & Links at Remote Sites are categorized as Category -B. Route Diagram(s) for Category-A links should be submitted to ERNET India after the installation. Additionally, service provider must ensure provisioning of separate MUX w.r.t MPLS & P2P services at DC and DR.
- 8) Service Provider should allow configuration and traffic of IP Sec/ SSL VPN/GRE Tunnel over MPLS cloud to ERNET India/CERT-In (systems).
- 9) ERNET India /CERT-In will provide CPE at each location on which MPLS, P2P & ILL links will be terminated. These CPEs will be configured and maintained by ERNET India's system Integrator. Access in terms of configuration/maintenance to these CPEs shall not be provided to the service provider by ERNET India/CERT-In.
- 10) The OFC of the service provider entering into the remote locations/DC/DR premises; shall be required to be properly dressed, tagged for easy identification, indicating bandwidth, Service Provider's name, site number etc.

- 11) Security of the data flowing through these MPLS, P2P & ILL links and maintenance of the links (including its hardware and other infrastructure installed for providing the MPLS, P2P & ILL service) would be the sole responsibility of the Service Provider.
- 12) Successful bidder of this bid would be required to designate a Nodal Officer for the successful delivery, commissioning of links and coordination with other stake holders of the project.
- 13) 24x7 NOC (Network Operation Centre) facility to monitor the links to resolve operational issues shall be available with the Service provider.
- 14) The Service provider shall provide a Dedicated/Toll Free Number for 24x7 Support Services at NOC.
- 15) **Ticket System:**
 - a. Service Provider's NOC will automatically book the fault (as tickets) in case of failure of provisioned links under this contract and start the restoration process of the same automatically. Facility to book the fault by ERNET India/CERT-In should also be made available via emails for ERNET India/CERT-In.
 - b. Service Provider should also allow web-based access to the tickets system raised by the SP/ as per point 15 (a) above w.r.t faults/issues in service along with their latest status to ERNET India/CERT-In. Service Provider should also allow ERNET India/CERT-In to view tickets, download & export reports for up to the last one year to excel formats.
- 16) **Monitoring of MPLS, P2P & ILL links:** The NMS provided by the SP , should be web-based and shall provide at least the following features. It:
 - a. Should allow secure web-access to NMS portal from customer location(s)
 - b. Should allow monitoring of the parameters per link on 24x7 basis. Parameters include latency, packet loss, bandwidth provisioned, bandwidth utilization, jitter etc.
 - c. Should allow the link wise, date wise consolidated link availability (along with the various parameters as per point 16('b') with an option to generate such customizable reports for up to the last one year.
 - d. Should allow graphical representation of bandwidth utilization (for up to the last one year) per link w.r.t time as well as status, traffic and performance per link.
 - e. For fulfilling above requirements, SP shall utilize their own network and their network equipment(s). No configurations in customer premise equipment(s) pertaining to SNMP or any other, shall be allowed to fulfil the requirements pertaining to monitoring of Links.

- 17) Escalation matrix (for fault rectification) along with contact details of the Service Provider's field officer(s) and responsible coordinating officer(s) for each of the sites should be provided by the Service Provider to ERNET India; at the time of commissioning the connectivity per link.
- 18) Any service-related outages event(s) shall be carried out with prior permissions from ERNET India/CERT-In. The permission request should be made at least (2) days prior to such exercise through emails containing the detailed reason for the required outage and mentioning the handling of failover plan for restoration of services in case of unsuccessful activity/event.
- 19) Performance reports including availability, downtime or other parameters report of all the links should be provided by the service provider to ERNET India/CERT-In on a monthly basis and also for a short duration, if so demanded.
- 20) The Service provider should ensure compliance to all statutory guidelines issued by the Government of India from time to time. Whenever the Service Provider is required to obtain permission, approvals, and licenses etc. from the local public authorities, it shall be the Service provider's sole responsibility to obtain the same in a timely manner.
- 21) Upgradation of MPLS/ P2P/ILL bandwidth per link should be possible without any additional installation process or charges.

22) **Manpower:**

- A. **Manpower at DC and DR or at ERNET India/CERT-In office Shastri Park:** Successful Bidder shall provide 02(two) Manpower, to be posted, one each at DC and DR or at ERNET India/CERT-In office Shastri Park for co-ordination, monitoring and rectifications of links during the business hours (09.00 am to 06.00 pm) on all working days. Emergency replacement of the same shall be arranged forthwith during the absence of the deployed manpower. Manpower should possess B.E./B.Tech/MCA/ MSc (IT) degree from recognized institute(s) and must be employed on the payroll of the service provider. Background verification of such manpower will be the service provider's responsibility.
- B. **Field Engineer(s):** Successful Bidder must ensure the visit of Field Engineer(s) at remote sites upon the instructions from ERNET India/CERT-In, or during troubleshooting of link failure issues. The Field Engineer must carry the necessary accessories (Laptop(s), other tools/equipment(s)) required for troubleshooting of the link.

Section-III

Service Level Agreement (SLA)

Service Provider shall meet an overall uptime of at least 99.5% on 24x7 basis for every link. Uptime shall be computed on monthly basis. Penalty for not meeting uptime will be computed on a monthly basis for each link as follows:

1) Uptime/ Availability of MPLS, P2P & ILL Links

Table-1 Rate of Penalty

Sl. No	Uptime	Rate of Penalty	Value on which Penalty to be calculated
1	>=99.5% to 100%	NIL	No Penalty
2	>=97% to <99.5%	5%	Notional monthly rental* of each individual link
3	>=95% to <97%	15%	
4	>=90% to <95%	25%	
5	>=85% to <90%	50%	
6	<85%	100%	

***Notional monthly rental = (Quarterly Recurring Charges of Link)/3**

Calculation of monthly Uptime = {(Total time- permissible downtime- actual downtime)/ (Total Time-permissible downtime)} *100.

Example for the Penalty calculation of a Link

Total time in a month= 30*24 Hrs = 720 Hrs

Permissible Downtime = 30*24*.005 Hrs =3.6 Hrs

Actual Downtime (say) = 10 Hrs

Monthly Uptime of a link = {(720-3.6-10)/ (720-3.6)}*100 = 98.6%

Penalty will be = 5% of monthly rental of each this link

- a) In case MPLS Links at DC and DR are down at the same time, all the remote locations will be treated as down and accordingly penalties will be calculated and imposed for all the links (as defined in the above tables) including DC and DR links.
- b) However, Downtime arising due to the following situations will not be considered for the purpose of penalty calculation for downtime:
- Link down due to power failure/Switch off at customer end and CPE (Customer Premises Equipment's)
 - Scheduled maintenance by the service provider, with prior intimation and permission.

2) Packet Loss (Link Reliability SLA)

Service Provider shall ensure reliability of the links for 24x7 basis and shall ensure that the packet loss, computed for a 30-minute window per link, should not exceed 1 %. Packet Loss will be checked between CPE to Data Center/Disaster Recovery Centers. The link will be treated as down for the entire monitoring window whenever Packet Loss >1% and a penalty will be imposed according to the above Table-1.

3) Latency (Network Delay SLA)

Service Provider shall ensure reliability of the links on 24x7 basis and shall ensure that the latency from the remote location to the central location computed in 30-minute window per link, shall be <45 ms. Latency will be checked between the CPE to Data Center(DC)/Disaster Recovery(DR) Center. The link will be treated as down for the entire monitoring window on Latency >45 ms and a penalty will be imposed according to above Table-1.

- 4) The penalty for Unavailability of NMS portal will be @Rs.500/- per hour or part thereof.
- 5) Penalty for Unavailability of Ticket System will be @Rs.500/- per hour or part thereof.
- 6) A penalty of Rs. 2000/- per day will apply for each manpower on its unavailability
- 7) Penalties will be deducted from the quarterly recurring charges.

Section-IV

Contract Period, Terms of Delivery and delays

1) Contract Period

The effective date of the contract shall be the date on which the contract is issued on the GeM Portal. The validity of the contract to be executed under this tender will be for a period of 2(two) years. This period can be extended at for a further period of 2(two) years at the discretion of ERNET India or CERT-In. The extension will be without any change in pricing and other terms and conditions of this tender. If for meeting project requirements, ERNET India/Cert-In is of the opinion that it is in the interest of the project to extend the duration of the contract beyond four years, then the contract may further be extended on mutually agreed negotiated pricing and terms & conditions.

ERNET India/Cert-In will sign a separate contract for the work for the extended period and Service Provider will submit separate performance security for the same.

2) Location of Delivery

The locations, where the links are to be delivered shall be as shared to prospective Service Providers after signing (by authorized signatory) and submission of **Non-Disclosure Agreement-I (NDA) as per Annexure-V** to ERNET India. Prospective Service Providers may approach ERNET India within 7 days from the date of floating of tender.

3) Terms of Delivery

Delivery means

- i. Supply, Installation, Acceptance Testing and Commissioning of MPLS and P2P links and clean Internet lease line with 1.5 Gbps DDOS Mitigation capacity.
- ii. Access to NMS System & Ticket System
- iii. Provisioning of Manpower

All links & its associated Services shall be offered at sites including supply, installation, testing & commissioning. Cost of the same shall be included in bid price. All aspects of safe delivery shall be the exclusive responsibility of the Service Provider.

4) Timeline for Delivery: -

- i. Service Provider shall deliver MPLS, P2P & clean Internet Lease Line links within twelve (12) weeks from the date of instruction(s) issued by ERNET India. Instruction(s) for providing connectivity will be issued by ERNET India in staggered manner.
 - ii. ERNET India will provide relevant information (like demarcation details/contact information etc.) along with instructions.
 - iii. Access to the NMS System & Ticket System should be provided by the service provider along with the delivery of the first link or on offer of the first link for acceptance.
 - iv. Manpower shall be deployed along with the delivery of the first link/offer of first link for acceptance till the completion of the contract period.
- 5) ERNET India is in the process of procurement of equipment(s) Central Site (DC, DR) and remote sites, so the start date for provisioning of connectivity will be finalised as per the availability of CPE with ERNET India.
- 6) ERNET India will test the offered links for 15 days initially. Acceptance of each link will be given on satisfactory performance and billing of links will start from the effective date of acceptance of each link.

7) Extension of Delivery Period and Liquidated Damages:

ERNET India may, on the request of the Service Provider or otherwise, extend the delivery date suitably subject to the following conditions:

- a) The original Delivery Period may be re-scheduled by the ERNET India without any Liquidated damages subject to Force Majeure conditions and also on the ground/reasons of delay attributable to the ERNET India/CERT-In.
- b) For other cases, except as mentioned in S.N (7-a) above, the Delivery Period may be suitably extended for which an amount equal to the Liquidated Damages for the extended period(s) for delay in the delivery of the MPLS/P2P/ILL Links after the expiry of contract delivery period /re-scheduled delivery period, shall be recovered from the Service Provider as mentioned hereinafter for the extended period. No increase in price on any ground after the original/re-scheduled delivery date shall be admissible during such extended period(s). Nevertheless, the ERNET India shall be entitled to get the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.
- c) **Liquidated Damages (LD) for delayed delivery of MPLS, P2P & ILL Links:**

- i. If the Service Provider fails to complete the delivery of MPLS, P2P & ILL Links as specified in the tender document/contract, then in such case ERNET India may impose the LD for the delay (unless delay is covered under Clause 7-a of Section-III) @ 0.5 % of the **annual value of the respective link** calculated on per week or part of the week basis of delay.
- ii. Maximum LD to be levied shall not exceed 10% of the total Contract value. In case LD imposition exceeds 10% of the total contract value, then in such a case, ERNET India reserves the right to terminate the contract along with imposing LD charges.
- iii. ERNET India will serve a notice duly accompanied by a preliminary calculation sheet to the Service Provider against whom levy of LD is proposed. In case the Service Provider is not satisfied/ agree with:
 - (a) The reason/grounds for which levying of LD is proposed
and/or
 - (b) Method of calculation of amount of LD.then Service Provider may submit a representation to ERNET India within the stipulated timeline (as indicated in the notice i.e. 15 days) clearly mentioning his claims, ground of such claims etc. along with all the documents (self-certified) supporting his claims. The decision of DG, ERNET India shall be final and binding to the service provider in this matter.
- iv. Waiver-off of the LD charges may be considered only if the Service Provider submits a written representation to ERNET India within the stipulated time (as indicated in the notice i.e. 15 days) on receipt of such notice of imposition of LD charges issued by ERNET India. The decision of DG, ERNET India in the matter shall be final and binding.

Section-V

Performance Security and Payment Terms

1) Performance Bond/ Security

- i. The successful Service Provider shall submit a Performance Security of 5% of the total value of the Contract (subject to any amendment issued by ERNET India) within 14 days from the date of issuance of the contract. Performance Security will not be asked in the future for the upgradation of links during the contract period. Likewise, security deposit will also not be released to the service provider due to the down gradation of links during the contract period. The Performance Security in the form of Bank Guarantee, Fixed Deposit and Insurance Surety bond should be valid for a minimum period of 30 months (Implementation period (3 months) + Contract Period + Claim Period of 3 months). The Performance security shall be submitted in one of the following forms:

- a) Insurance Surety Bonds/ Account Payee Demand Draft/Fixed Deposit Receipt from a Commercial bank/Bank Guarantee from a Commercial bank or online Payment (Account details given below).

1.	Beneficiary Name & Address	ERNET India, 5th Floor, Block I A Wing, DMRC IT Park, Shastri Park, Delhi-110053
2.	Bank Name	Bank of India
3	Bank Branch & Address	Electronics Niketan 6 CGO complex New Delhi
4	Beneficiary Account No	604810100002033
5	IFSC code	BKID0006048

The performance security must be routed through Structured Financial Messaging System (SFMS) from issuing Bank to our Bank as given above by sending IFN 760 COV Bank Guarantee Advice Message.

- b) Bank Guarantee should be issued by a scheduled commercial bank in India in the prescribed form provided in **Annexure-III**.

- ii. Service Provider needs to extend the validity of Performance Security as and when asked by ERNET India/CERT-In due to the Extension of project timelines specified in this tender and the claim period.
- iii. In the event of order for the additional new links is issued by ERNET India/CERT-In in terms of this contract, then the Service Provider shall furnish suitably amended value of the Performance Security and its validity in terms of the amended contract within fourteen (14) days of issue of the amendment.
- iv. The ERNET India shall be entitled, and it shall be lawful on its part, to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:

“any default, or failure or neglect on the part of the Service Provider in the fulfilment or performance in all respect of the contract under reference with ERNET India or any part thereof for any loss or damage recoverable from the Service Provider which the ERNET India may suffer or be put to for reasons of or due to above defaults/ failures/ neglect.”
- v. ERNET India shall release the performance security without any interest amount to the Service Provider on completing all contractual obligations to the satisfaction of ERNET India and after the stipulated period (Refer 1(i)).
- vi. No interest shall be payable by ERNET India on any security deposit, amount forfeited, liquidated damages, SLA penalty, amount withheld or any delayed payment by ERNET India.

2) Payments terms for providing services:

- i. Payments to the Service Provider shall be made through Electronic Fund Transfer (EFT) only. The Service Provider shall provide the necessary information/documents for receipt of payment through EFT.
- ii. Any payment will be subject to submission of performance security in line with the requirements specified under the Performance Security Clause. Payments shall only be made in Indian Rupees.
- iii. The Service Provider will submit its claim for the payment in writing along with relevant documents, as stipulated in the Contract and in a manner as has been specified therein.

- iv. The documents which the Service Provider is to furnish while claiming payment are:
 - a) Original Invoice (GST Compliant).
 - b) Link acceptance duly received (sign & Stamped from the concerned officer) for all locations as per milestones defined as per terms of delivery.
 - c) Monthly Performance Reports.
 - d) Any other document specified by ERNET India/CERT-In during the course of project.

- v. Payment will only be made upon successful delivery & effective acceptance of each individual link. Quarterly Recurring charges* shall be paid by the ERNET India/CERT-In after the completion of each calendar quarter, based on SLA compliance.

***Quarterly recurring charges of the links quoted by the bidder should include all types of charges e.g. Bandwidth port charges, OFC laying charges, Right of Way (RoW) charges, and any other charges for collocating Service Provider equipment's e.g. Rack space charges for NTE, extending OFC within data centre premises, cross connect charges etc., at 3rd Party Data Centre or remote location.**

- vi. It may be noted that the payment to service provider will be made subject to the required funds released by the CERT-In to ERNET India.

- vii. ERNET India will make the payment of Services for a period of 2 years or till the date upto which the project is extended by CERT-In. After wards CERT-In will manage the services and make the applicable payments to the Service Provider on the agreed terms and conditions of this contract. For the period during which services shall be required to be managed by CERT-In directly; then for such period a separate agreement will be signed between the service provider and the CERT-In.

- viii. ERNET India/CERT-In will deduct LD, SLA Penalty and will be entitled to recover all other applicable charges (if any) before releasing any payment.

3) Goods and Services Tax (GST):

- i. Service Providers should ensure that they are GST compliant. For this purpose, the Service Providers should be registered under GST and furnish GSTIN number and GST Registration Certificate in their bids.

- ii. The Service Provider undertakes that in case of non-compliance by the Service Provider(s) of the GST provisions which results in blockage/reversal of any input tax credit to ERNET India, the Service Provider shall be liable to indemnify the ERNET India any such loss of input credit including interest, penalty and all incidental expenses incurred by ERNET India. Such indemnification may also be by way of invocation of any security deposit, deduction from any payment that ERNET India has to make to the Service Provider, as per the discretion of the ERNET India.
- iii. The Service Provider undertakes to raise the invoice within a period of 10 days from the date when the right to raise the invoice and demand for payment accrues as per the contract terms. In case invoice is raised and submitted before the due date; then ERNET India reserves the right to return such invoice(s) to the Service Provider. In such a situation Service Provider would be required to raise a fresh invoice as per the contract terms.
- iv. If the Service Provider fails to adhere to the terms & conditions of the contract and ERNET deducts Liquidated Damages and/or SLA penalties for the same, then in such a case; ERNET India will charge GST over and above the Liquidated Damages and/or SLA penalties; as the case may be; and same shall be recovered from the Service Provider. This may vary; depending on the prevailing rules on the subject when such deduction(s) are made.
- v. Along with the invoice; the Service Provider would be required to submit relevant documentary evidence to the effect that the invoice submitted was issued either through the e-Invoice system of GST or has been updated on the GSTN portal using the Invoice Furnishing Facility (IFF).
- vi. In case, in the future any GST liability is required to be borne by ERNET India; which was the responsibility of the Service Provider, then the same shall be claimed from the Service Provider by way of raising debit notes.
- vii. ERNET India reserves the right to ask the Service Provider to submit relevant documents to ensure that they are GST compliant and in such a case Service Provider shall forthwith provide all such documents as may be required by ERNET India.

Section-VI

Other Conditions

1. Implementing Agency and End user

ERNET India is the implementing Agency of this project and CERT-In is the end user for this project.

2. Clarifications:

Prospective Bidders may seek clarification on the Tender Document through email at mplsbid2024@ernet.in . Also, please feel free to contact Sh. Sunil Mishra, Addl. Director, ERNET India (Contact no. 011-22170979), ERNET India for any queries related to tender. **Queries shall be raised by bidders on or before 20-11-2024 in below format.**

S.No.	Section No.	Clause No.	Clause Reference	Clarification required//Query

3. List of Locations and assumptions:

- i. Detail address of Sites will be provided offline to the prospective bidders after submission of signed Non-Disclosure Agreement-I (at Annexure-V) within a 7 days from the date of floating of tender. Also, ERNET India is in the process of finalizing the DC & DR locations. The details of DC&DR will be provided to the successful bidder in due course of time, accordingly considering all expenses for the sought services by ERNET India in this bid at these two locations, bidders shall estimate & accordingly quote the prices in the Financial BoQ – **Annexure-VII.**
- ii. All the remote sites in this bid are data centres of ISPs, accordingly, the bidder may keep in mind the following considerations while estimating & quoting the prices in the bid:
 - a) OFC Laying & Right of Way Charges
 - b) Internal charges – Internal charges for OFC laying, space, power, and cross-connect charges, etc. to keep the service provider’s equipment(s).
 - c) Any other charges based on the information/experience gained during the feasibility survey of remote sites.
- iii. The Quarterly recurring charges quoted by the service provider, shall not be subjected to any escalation whatsoever for any reason any time during the

project duration / its extended duration. However, in case of reduction of charges, Service provider may pass on the price benefit to ERNET India.

4. Price Negotiation

ERNET India reserves its right to negotiate with the lowest acceptable bidder (L-1).

5. Right to Vary Quantities

- a. During the contract period, an increase in the value of the contract shall be limited to 25% of the contract value. Within this enhanced contract value, ERNET India can increase any number of links as per the requirements of the project.
- b. However, it may be noted that, the upgradation and down gradation of link bandwidth may be done as per project requirement and it will not fall under the right to vary clause.
- c. In case of an increase of the quantity of links, ERNET India/CERT-In may give reasonable notice and also a suitable delivery period

6. Risk Purchase:

If successful Service Provider fails to deliver the required quantity or if the quality of MPLS, P2P & ILL links supplied is found to be unsatisfactory, ERNET India/CERT-In will have the right to procure (Remote site MPLS link + central MPLS link at DC & DR equivalent to cumulative bandwidth of remote sites and P2P, ILL from different service provider) such links from other CPSEs and the extra cost incurred towards this would be recovered from the Successful Service Provider for the remaining period of contract.

7. Amendment of Contract:

- i. ERNET India reserves the right to amend the contract to reduce the number of sites for any reason whatsoever during the contract period. In such a scenario, only payment of those links will be released which were accepted by ERNET India.

- ii. ERNET India reserves the right to vary the bandwidth (upgrade/downgrade) requirement of any link for any reason whatsoever during the contract period. In such a scenario, payment of changed bandwidth for those link(s) will be payable by ERNET India.
- iii. ERNET India reserves the right to shift the location of links or terminate the link as per project requirement.
- iv. ERNET India reserves all the rights to modify or cancel the tender at any time during the process without assigning any reasons thereof.

8. Transfer/ Assignment of Contract to CERT-In of MPLS, P2P & ILL links:

ERNET India will avail the services for a period of 2(two) years from the date of the contract issued to the service provider or till the time the project is extended by ERNET-India/CERT-In. Thereafter, contract shall be transferred to CERT-In.

9. Signing of Non-Disclosure Agreement:

The successful Service Provider shall sign a Non-Disclosure Agreement-II with ERNET India as per **Annexure-VI**.

10. Bid Securing Declaration:

The Service Providers will submit Bid Securing Declaration in the format given at **Annexure-IV**.

11. Care of Work:

The Successful Service Provider shall be solely responsible for any damage, loss or injury which may occur to any property or to any person by or arising out of the execution of the works or temporary works or in carrying out of the contract otherwise than due to the matters referred to in this agreement hereinbefore. The Service Provider would ensure for observance of all labour and other laws applicable in the matter and shall indemnify and keep indemnified the ERNET India, end users/ its customers against the effect of non-observance of any or all of such laws.

12. Additional Instruction for forms and price schedule:

The Service Provider must provide all the forms and documents as have been asked to submit in this tender document.

13. Dispute resolution mechanism:

In all other aspects where this tender document is silent, and also in special cases of deviation from tender terms & conditions; the mutually agreed upon decision between ERNET India and the Service Provider shall be final. However, any dispute relating to or arising out of this tender and/or contract entered into between ERNET India and the contractor/service provider shall be resolved amicably by mutual consultations. In case such resolution is not possible/feasible, then the unresolved dispute or difference shall be resolved by using the Administrative Mechanism for Resolution of Dispute (AMRD) in line with communication No. 332619/338367/LS/2019 dated 28.02.2020 or as amended (if any) issued by the Department of Legal Affairs, Ministry of Law & Justice, Government of India.

Section-VII

Annexures

Annexure-I

S/N	City	Link Category (A/B)	Type of Service	Band width	Mbps/Gbps	Last mile topology on OFC
1	Ahmedabad	B	MPLS	100	Mbps	Ring/Linear
2	Ambala	B	MPLS	200	Mbps	Ring/Linear
3	Bengaluru	B	MPLS	100	Mbps	Ring/Linear
4	Bengaluru	B	MPLS	50	Mbps	Ring/Linear
5	Bhopal	B	MPLS	150	Mbps	Ring/Linear
6	Bhopal	B	MPLS	100	Mbps	Ring/Linear
7	Bhubaneswar	B	MPLS	200	Mbps	Ring/Linear
8	Calicut	B	MPLS	200	Mbps	Ring/Linear
9	Chennai	B	MPLS	2	Gbps	Ring/Linear
10	Hyderabad	B	MPLS	2	Gbps	Ring/Linear
11	Jaipur	B	MPLS	200	Mbps	Ring/Linear
12	Jodhpur	B	MPLS	300	Mbps	Ring/Linear
13	Assam	B	MPLS	50	Mbps	Ring/Linear
14	Kolkata	B	MPLS	200	Mbps	Ring/Linear
15	Ludhiana	B	MPLS	300	Mbps	Ring/Linear
16	Mohali	B	MPLS	300	Mbps	Ring/Linear
17	Moradabad	B	MPLS	300	Mbps	Ring/Linear
18	Mumbai	B	MPLS	200	Mbps	Ring/Linear
19	Mumbai	B	MPLS	500	Mbps	Ring/Linear
20	Mumbai	B	MPLS	500	Mbps	Ring/Linear
21	Nagpur	B	MPLS	700	Mbps	Ring/Linear
22	Delhi/NCR	B	MPLS	1	Gbps	Ring/Linear
23	Patna	B	MPLS	700	Mbps	Ring/Linear
24	Port Blaire	B	MPLS	100	Mbps	Ring/Linear
25	Pune	B	MPLS	200	Mbps	Ring/Linear
26	Pune	B	MPLS	200	Mbps	Ring/Linear
27	Raipur	B	MPLS	1	Gbps	Ring/Linear
28	Rajkot	B	MPLS	200	Mbps	Ring/Linear
29	Siliguri - WB	B	MPLS	100	Mbps	Ring/Linear
30	Udaipur	B	MPLS	300	Mbps	Ring/Linear
31	Varanasi	B	MPLS	2	Gbps	Ring/Linear
32	Hyderabad	B	MPLS	50	Mbps	Ring/Linear
33	Mumbai	B	MPLS	1	Gbps	Ring/Linear
34	Mumbai	B	MPLS	100	Mbps	Ring/Linear
35	Coimbatore	B	MPLS	32	Mbps	Ring/Linear
36	Agartala	B	MPLS	100	Mbps	Ring/Linear

37	Assam	B	MPLS	50	Mbps	Ring/Linear
38	Delhi	B	MPLS	200	Mbps	Ring/Linear
39	Hyderabad	B	MPLS	32	Mbps	Ring/Linear
40	Mumbai	B	MPLS	32	Mbps	Ring/Linear
41	Bengaluru	B	MPLS	50	Mbps	Ring/Linear
42	Chennai	B	MPLS	100	Mbps	Ring/Linear
43	Mumbai	B	MPLS	100	Mbps	Ring/Linear
44	Mumbai	B	MPLS	32	Mbps	Ring/Linear
45	Noida/NCR	B	MPLS	200	Mbps	Ring/Linear
46	Kolkata	B	MPLS	100	Mbps	Ring/Linear
47	Mumbai	B	MPLS	200	Mbps	Ring/Linear
48	Chennai	B	MPLS	50	Mbps	Ring/Linear
49	Kolkata	B	MPLS	50	Mbps	Ring/Linear
50	Mumbai	B	MPLS	50	Mbps	Ring/Linear
51	Navi Mumbai	B	MPLS	32	Mbps	Ring/Linear
52	Delhi	B	MPLS	100	Mbps	Ring/Linear
53	Ahmedabad	B	MPLS	100	Mbps	Ring/Linear
54	Ahmedabad	B	MPLS	100	Mbps	Ring/Linear
55	Bengaluru	B	MPLS	100	Mbps	Ring/Linear
56	Bengaluru	B	MPLS	200	Mbps	Ring/Linear
57	Delhi/NCR	B	MPLS	1	Gbps	Ring/Linear
58	Hyderabad	B	MPLS	200	Mbps	Ring/Linear
59	Hyderabad	B	MPLS	200	Mbps	Ring/Linear
60	Hyderabad	B	MPLS	200	Mbps	Ring/Linear
61	Kolkata	B	MPLS	1	Gbps	Ring/Linear
62	Kolkata	B	MPLS	1	Gbps	Ring/Linear
63	Lucknow	B	MPLS	100	Mbps	Ring/Linear
64	Mumbai	B	MPLS	2	Gbps	Ring/Linear
65	Nagpur	B	MPLS	100	Mbps	Ring/Linear
66	Nagpur	B	MPLS	300	Mbps	Ring/Linear
67	Noida/NCR	B	MPLS	2	Gbps	Ring/Linear
68	Pune	B	MPLS	100	Mbps	Ring/Linear
69	Mumbai	B	MPLS	50	Mbps	Ring/Linear
70	Bengaluru	B	MPLS	100	Mbps	Ring/Linear
71	Chennai	B	MPLS	100	Mbps	Ring/Linear
72	Mumbai	B	MPLS	100	Mbps	Ring/Linear
73	Jaipur	B	MPLS	100	Mbps	Ring/Linear
74	Pune	B	MPLS	100	Mbps	Ring/Linear
75	Bengaluru	B	MPLS	100	Mbps	Ring/Linear
76	Chennai	B	MPLS	300	Mbps	Ring/Linear
77	Delhi	B	MPLS	200	Mbps	Ring/Linear
78	Kolkata	B	MPLS	50	Mbps	Ring/Linear
79	Mumbai	B	MPLS	200	Mbps	Ring/Linear
80	Noida/NCR	B	MPLS	200	Mbps	Ring/Linear
81	Ahmedabad	B	MPLS	100	Mbps	Ring/Linear
82	Bengaluru	B	MPLS	50	Mbps	Ring/Linear
83	Bengaluru	B	MPLS	200	Mbps	Ring/Linear

84	Chennai	B	MPLS	500	Mbps	Ring/Linear
85	Ernakulam	B	MPLS	50	Mbps	Ring/Linear
86	Hyderabad	B	MPLS	50	Mbps	Ring/Linear
87	Mumbai	B	MPLS	300	Mbps	Ring/Linear
88	Pune	B	MPLS	100	Mbps	Ring/Linear
89	Bengaluru	B	MPLS	200	Mbps	Ring/Linear
90	Chennai	B	MPLS	200	Mbps	Ring/Linear
91	Mumbai	B	MPLS	200	Mbps	Ring/Linear
92	Mumbai	B	MPLS	100	Mbps	Ring/Linear
93	Ahmedabad	B	MPLS	200	Mbps	Ring/Linear
94	Bengaluru	B	MPLS	1	Gbps	Ring/Linear
95	Chennai	B	MPLS	200	Mbps	Ring/Linear
96	Hyderabad	B	MPLS	700	Mbps	Ring/Linear
97	Mumbai	B	MPLS	100	Mbps	Ring/Linear
98	Mumbai	B	MPLS	100	Mbps	Ring/Linear
99	Pune	B	MPLS	500	Mbps	Ring/Linear
100	Bengaluru	B	MPLS	50	Mbps	Ring/Linear
101	Hyderabad	B	MPLS	16	Mbps	Ring/Linear
102	Noida/NCR	B	MPLS	32	Mbps	Ring/Linear
103	Chennai	B	MPLS	200	Mbps	Ring/Linear
104	Gurgaon	B	MPLS	1	Gbps	Ring/Linear
105	Mohali	B	MPLS	32	Mbps	Ring/Linear
106	Mumbai	B	MPLS	2	Gbps	Ring/Linear
107	Mumbai	B	MPLS	100	Mbps	Ring/Linear
108	Noida/NCR	B	MPLS	100	Mbps	Ring/Linear
109	Bengaluru	B	MPLS	500	Mbps	Ring/Linear
110	Mumbai	B	MPLS	100	Mbps	Ring/Linear
111	Mumbai	B	MPLS	200	Mbps	Ring/Linear
112	Mumbai	B	MPLS	200	Mbps	Ring/Linear
113	Chennai	B	MPLS	200	Mbps	Ring/Linear
114	Mumbai	B	MPLS	10	Gbps	Ring/Linear
115	Proposed DC	A	MPLS	16	Gbps	Ring
116	Proposed DR	A	MPLS	5	Gbps	Ring
117	Between Newly Proposed DC-DR (> 500 Km)	A	P2P	8	Gbps	Ring
118	Between Existing DC-DR (Bangalore-Mohali, (> 500 Km))	A	P2P	16	Gbps	Ring
119	Proposed DC	A	ILL	250	Mbps	Ring
120	Proposed DR	A	ILL	100	Mbps	Ring
121	Delhi	A	ILL	250	Mbps	Ring
122	Mohali	A	ILL	100	Mbps	Ring

Annexure-II

Bidder's Information

(To be submitted as part of Technical bid along with supporting Documents)

(On Company Letter-head)

(Along with supporting documents, if any)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Tender Document No. Tender No./ xxxx

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bids shall be liable to be rejected as nonresponsive if Bidder's submits any wrong or misleading information and ERNET India may invoke Bid Security Declaration.

1) Bidder particulars:

- a) Name of the Company:.....
- b) Corporate Identity No. (CIN):
- c) GeM Supplier ID
- d) Place of Registration
- e) Complete Postal Address:
- f) Pin code:
- g) Telephone nos. :
- h) Mobile Nos.:
- i) Contact persons/ Designation:
- j) Email IDs:

Submit documents to demonstrate eligibility & Qualification sought in Section-1-.

2) Taxation Registrations:

- a) PAN number:
- b) GSTIN number:
- c) We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.

Authorization of Person(s) signing the bid on behalf of the Bidder

- a) Full Name: _____
- b) Designation: _____
- c) Signing as:

Documents to be submitted: Authority letter issued by Competent Authority in favour of Authorise signatory.

3) Bidder's Authorized Representative Information

- a) Name:
- b) Address:
- c) Telephone/ Mobile numbers:
- d) Email Address:

4) Documents attached as per Section -I - Clause No -1, 2, 3& 4

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated.....

Place.....

Annexure-III

Bank Guarantee Format for Performance Security

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

(To be stamped in accordance with stamp Act)

(The non-judicial stamp paper should be in the name of issuing Bank)

B.G. NO. _____

Date of issue _____

Amount (Rs.) _____

Valid upto _____

Claim Amount upto _____

To,
Registrar & CPIO
ERNET India, 5th Floor,
Block-I, A Wing, DMRC IT Park,
Shastri Park, Delhi-110053

Dear Sirs,

In consideration of the ERNET India, Ministry of Electronics & 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. _____ (name, constitution and address) (herein referred to as the '**Service Provider**', which expression shall unless repugnant to the context of meaning thereof, include its successors, administrator, executors and assigns) a Purchase Order No. _____ dated _____ valued at _____ (hereinafter referred to as Contract) and the Service Provider having agreed to provide a Bank Guarantee towards Performance of the entire Contract equivalent to Rs. _____ (amount of BG) (i.e. ____ per cent of the said value of the Contract) to the Owner.

We _____ (name of the Bank) having its Registered Office at _____ and Corporate/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 at any time up to _____ (day/month/year including claim period) an amount not exceeding Rs. _____, within ten (10) calendar days from the date of receipt by us on first written demand by Owner; through hand delivery or registered A.D. Post or by speed post or by courier, stating that "Service Provider" has failed to perform its obligations under the Contract. Aforesaid payment will be made without any demur, reservation,

contest, recourse or protest and/or without any reference to the Service Provider. Any such demand made by the owner the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Service Provider 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 Service Provider, 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 Service Provider 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 Service Provider and notwithstanding any security or other guarantee that the Owner may have in relation to the Service Providers liabilities.

This Guarantee can be invoked in one or more trenches and in such a case Owner will not be required to submit the original Guarantee along with submission of claim.

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 the Service Provider on whose behalf this guarantee has been issued.

WITNESS
Signature_____

Name_____

BANK
Signature_____

Name_____

(Bank's Rubber Stamp)

Seal, name & address of the Bank and address of the Branch

Designation with Bank Stamp

Bid Securing Declaration

(on Company Letter-head)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

To

Registrar & CPIO
ERNET India, 5th Floor,
Block-I, A Wing, DMRC IT Park,
shastri Park, Delhi-110053

Ref: Tender Document No. Tender No./ xxxx;

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration In lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in ERNET India for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- 2) being notified within the bid validity of the acceptance of our bid by the ERNET India:

failed to submit required Performance Security within the stipulated time under the conditions of the Tender Document.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) receipt by us of your notification
 - a) of cancellation of the entire tender process or rejection of all bids or

- b) of the name of the successful bidder or
- 2) forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on day of

Place.....

Non-Disclosure Agreement-I (For all Bidders)

(On Non-Judicial Stamp Paper of Rs 100/)

This Agreement made on the _____, between **ERNET India, an autonomous society under the administrative control of Ministry of Electronics and Information Technology, Government of India** known as “**ERNET India**” through its Director General which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns thereof

and

<<<Prospective Service Provider Name>>> called as “-----” through its ----- which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

ERNET India and << Prospective Service Provider Name>> are sometimes referred to herein individually as “Party” and collectively as “Parties”.

Tender No. “Selection of Service Provider for setting up of MPLS, Point to Point and Internet Lease Line Services Links for CERT-In at 122 Sites” (hereinafter referred as “Project”). ERNET India and << Prospective Service Provider Name>> have entered into an agreement wherein ERNET India will provide the detail of addresses to << Prospective Service Provider Name>> for doing necessary feasibility study before participation in the Bid. Now, both the parties agree that information provided and available with each party in respect of this project is to be used only for the feasibility study and cost estimation purpose and parties are bound to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party’s disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed, owned or collected by one party to the other party. Information consists of certain specific addresses of last mile where links to be delivered is being considered Confidential information by ERNET India.
2. ERNET India and <<Service Provider Name>> hereby agree that during and after the Agreement Period:
 - a) The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking

into account the nature of the Information, and shall grant access to Information only to its employees who have an unavoidable need to know, but only to the extent necessary to carry out the business purpose of this project as defined, shall cause its employees, outsourced agencies, vendors, implementation partners and contract employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential for fulfilling the purpose, and shall prevent disclosure of information to third parties.

3. Each party recognizes and agrees that all of the disclosing party's confidential information is owned solely by the disclosing party and that the unauthorized disclosure or use of such confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity or may seek the intervention of Director General, ERNET India for such a breach.
4. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.
5. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
6. That in case of any dispute or differences, breach & violation relating to the terms of this agreement, the said matter or dispute, difference shall be referred to Director General, ERNET India for his decision in this regard. The decision of the Director General, ERNET India will be final and binding on both the parties.
7. This Agreement constitutes the entire agreement of the parties with respect to the parties respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto.
8. This Agreement will remain in effect during the currency of agreement & shall survive even after expiry of the agreement or project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by Their duly authorized officers or representatives.

For and on behalf of
ERNET India
Ministry of Electronics and
Information Technology,
Government of India.

For and on behalf of
<< Service Provider Name >>

Name: Sh. << Authorized signatory from Service Provider Name

>>

**Designation: Registrar & CPIO
ERNET India, Delhi**

**Designation:
Address:**

Annexure-VI

Non-Disclosure Agreement-II (For Only the Successful Bidder/Service Provider)

(On Non-Judicial Stamp Paper of Rs 100/)

This Agreement is made as on the _____, between **ERNET India, an autonomous society under the administrative control of Ministry of Electronics and Information Technology, Government of India** called as “**ERNET India**” through its Director General which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

and

<<< **Service Provider Name**>>> called as “-----” through its ----- which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

ERNET India and <<Service Provider Name>> are sometimes referred to herein individually as “Party” and collectively as “Parties”.

Tender No. & Contract no..... “Selection of Service Provider for setting up of MPLS, Point to Point and Internet Lease Line Services Links for CERT-In at 122 Sites” (hereinafter referred as “Project”). ERNET India and << (hereinafter referred as “**Project**”). ERNET India and <<Service Provider Name>> have entered into a contract to deliver this project, Now, both the parties enter into this agreement and agree that information provided and available with each party in respect of this project is to be used only for the specific project purpose and parties are required to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party’s disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed, owned or collected by one party to the other party, including information generated under this project, which the disclosing party identifies in writing or otherwise as confidential to the receiving party (“**Confidential information**”). Information consists of certain specifications, designs, plans, drawings and /or technical information, software, data etc, and all copies and derivatives containing such information, that may be disclosed to one another for and during the purpose, which a party considers proprietary or confidential (“**Information**”). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party.
2. ERNET India and <<Service Provider Name>>hereby agree that during and after the Agreement Period:
 - a) The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined, shall cause its employees, outsourced agencies, vendors, implementation partners and contract employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential for fulfilling the purpose, and shall prevent disclosure of information to third parties.
 - b) Upon the disclosing party’s request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed.
3. The foregoing restrictions on each party’s use or disclosure of Information shall not apply to Information that the receiving party can demonstrate which: -
 - a) was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or
 - b) has become generally available to the public without breach of confidentiality obligations of the receiving party; or
 - c) was in the receiving party’s possession without restriction or was known by the receiving party without restriction in vogue at the time of disclosure; or

- d) is the subject of a subpoena or other legal or administrative stipulated requirement demand for disclosure; provided, however that the receiving party has given the disclosing party prompt notice of such requirement for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure and appropriate protective order; or
 - e) is disclosed with the prior written consent of the disclosing party; or
 - f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or
 - g) the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.
4. Each party agrees not to remove any of the other party's Confidential Information from the premises and sites of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any confidential information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises and sites. Each party agrees to comply with any and all terms and conditions the disclosing party's may impose upon any such approved removal, such as conditions that the removed confidential information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
 5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's confidential information all copies thereof.
 6. Each party recognizes and agrees that all of the disclosing party's confidential information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity or may seek the intervention of Director General, ERNET India for such a breach.
 7. Access to information hereunder shall not preclude an individual who has seen such information for the purpose of this agreement from working on future projects for the receiving party which relate to similar subject matters provided that such individual does not make reference to the information and does not copy the substance of the information during the confidentiality period thereafter as required by applicable law. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know how

developed by the receiving party's personnel under this agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the information.

8. As between the parties, all information shall remain the property of the disclosing party. By disclosing information or executing this agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection rights, trade secret or any other intellectual property right. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this agreement and the disclosure of information pursuant to this agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase, or sale or to enter into any additional agreement of any kind.
9. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.
10. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
11. That in case of any dispute or differences, breach & violation relating to the terms of this agreement, the said matter or dispute, difference shall be referred to Director General, ERNET India for his decision in this regard. The decision of the Director General, ERNET India will be final and binding on both the parties.
12. This Agreement constitutes the entire agreement of the parties with respect to the parties respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto.
13. The parties can amend or modify this agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other Party's written consent.
14. This Agreement will remain in effect during the currency of agreement & shall survive even after expiry of the agreement or project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by Their duly authorized officers or representatives.

For and on behalf of
ERNET India
Ministry of Electronics and
Information Technology,
Government of India.

For and on behalf of
<< Service Provider Name >>

Name: Sh.
Designation: Registrar & CPIO
ERNET India, Delhi

<< Authorized to sign from Service Provider Name >>
Designation:
Address:

Financial Bid (BoQ)

Financial Bid (BoQ) <i>(This duly filled sheet must be uploaded in Financial bid)</i>	
Tender Inviting Authority	Registrar & CPIO, ERNET India
Bidder Name	
Tender No	GEM/2024/B/xxxxxxxxxx

Table-A (DC, DR and Remote Links)

S.No.	Type of Service	Band width	Last mile topology on Fiber in	Category of Link (A/B)	Quantity (No of Links)	Quarterly Recurring Charges per link (In INR)	GST Rate in %	GST amount on Quarterly Recurring Charges per link (In INR)	Total Quarterly recurring charges per link (Inclusive of GST)	Total Annual Recurring Charges per link (Inclusive of GST)	Value for 2 years per link (Inclusive of GST)	Total Value for 2 years of all links mentioned in C (Inclusive of GST)
					C	D		E	$F=(D+E)$	$G=F*4$	$H=G*2$	$I=H*C$
1	P2P	8 Gbps	Ring	A	1							
2	P2P	16 Gbps	Ring	A	1							
3	ILL	250 Mbps	Ring	A	2							
4	ILL	100 Mbps	Ring	A	2							
4	MPLS	16 Gbps	Ring	A	1							
5	MPLS	5 Gbps	Ring	A	1							

6	MPLS	16 Mbps	Linear/Ring	B	1							
7	MPLS	32 Mbps	Linear/Ring	B	7							
8	MPLS	50 Mbps	Linear/Ring	B	14							
9	MPLS	100 Mbps	Linear/Ring	B	31							
10	MPLS	150 Mbps	Linear/Ring	B	1							
11	MPLS	200 Mbps	Linear/Ring	B	29							
12	MPLS	300 Mbps	Linear/Ring	B	8							
13	MPLS	500 Mbps	Linear/Ring	B	5							
14	MPLS	700 Mbps	Linear/Ring	B	3							
15	MPLS	1 Gbps	Linear/Ring	B	8							
16	MPLS	2 Gbps	Linear/Ring	B	6							
17	MPLS	10 Gbps	Linear/Ring	B	1							
Sub total Value of all links of Table-A for 2 years (Including GST)												

Table-B (To be utilized for upgradation of link at DC, DR and Remote locations)

S.No.	Type of Service	Band width	Last mile topology on Fiber in	Category of Link (A/B)	Quantity (No of Links)	Quarterly Recurring Charges per link (In INR)	GST Rate in %	GST amount on Quarterly Recurring Charges per link (In INR)	Total Quarterly recurring charges per link (Inclusive of GST)	Total Annual Recurring Charges per link (Inclusive of GST)	Value for 2 years per link (Inclusive of GST)	Total Value for 2 years of all links mentioned in A (Inclusive of GST)
					C	D		E	F=(D+E)	G=F*4	H=G*2	I=H*C

1	ILL	500 Mbps	Ring	A	1							
2	P2P	24 Gbps	Ring	A	1							
3	P2P	40 Gbps	Ring	A	1							
4	MPLS	8 Gbps	Linear/Ring	B	1							
5	MPLS	25 Gbps	Ring	A	1							
6	MPLS	40 Gbps	Ring	A	1							
7	MPLS	60 Gbps	Ring	A	1							
Sub Total Value of all links for 2 years of Table-B (Including GST)												

Table C (Summary of Price)

S/N	Description	Total Price Including GST in INR
1	Sub Total Value of Table-A	
2	Sub Total Value of Table- B	
	Grand Total Value (A+B)	

Note: -

1. L-1 will be declared on the basis of Lowest Grand Total Value (A+B) mentioned in Table C i.e. cost quoted for all links (in Table A & Table B) for 2 years (Including GST).
2. Bidders shall fill in their rates other than zero value. Bid will be liable to be rejected if bidder has filled Rs. 0 (zero) for any line item.
3. The quoted unit price shall be considered to include all relevant financial implications.
4. Bidders must note that the total duration of utilization of upgraded bandwidths will be based on the project requirements only.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on day of

Place.....