

**RFP for purchasing IPv4 addresses through resource transfer process of
Internet Registry**



Request for Proposal

for

**Purchasing IPv4 addresses through resource transfer process of
Internet Registry**

Tender Ref No: KFON/IPV4/2025-26/005

April-2025

**Published by
Kerala Fibre Optic Network Limited
2nd Floor, B Block, Jeevan Prakash, LIC Divisional Office, Pattom
PO,
Thiruvananthapuram-695004**

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DISCLAIMER

The information contained in this tender or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this tender and such other terms and conditions subject to which such information is provided.

This tender is issued by The Managing Director, Kerala Fibre Optic Network Ltd. This tender is not an agreement and is neither an offer nor an invitation by the Authority to the prospective Applicants or any other person. The purpose of this tender is to provide interested parties with information that may be useful to them in the formulation of their Bid pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived by the Authority in relation to purchasing the IPv4 addresses through resource transfer process of Internet registry. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This Tender may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender and obtain independent advice from appropriate sources.

Information provided in this Tender to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, and rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this selection process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this Tender. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender. The issue of this Tender does not imply that the Authority is bound to select an Applicant or Applicants, as the case may be, and the Authority reserves the right to reject all or any of the Proposals without assigning any reason whatsoever.

The Applicant shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other

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expenses incurred by an Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the selection process.

1 Glossary of Terms

Abbreviation	Description
AFRINIC	African Network Information Centre
APNIC	Asia-Pacific Network Information Centre
ARIN	American Registry for Internet Numbers
ASN	Autonomous System Number
DoT	Department of Telecommunication
DR	Disaster Recovery
EMD	Earnest Money Deposit
FTTH	Fiber-to-the-Home
GST	Goods and Services Tax
INR	Indian Rupee
IP	Internet Protocol
IRINN	Indian Registry for Internet Names and Numbers
IRR	Internet Routing Registry
ISP	Internet Service Provider
IT	Information Technology
KFON	Kerala Fibre Optic Network
KSEBL	Kerala State Electricity Board Limited
LACNIC	Latin American and Caribbean Internet Addresses
LEA	Law Enforcing Agency
LOI	Letter of Intent
MeitY	Ministry of Electronics and Information Technology
MPLS	Multi-Protocol Label Switching
NDA	Non-Disclosure Agreement
NIR	National Internet Registry
NIXI	National Internet Exchange of India
NOC	Network Operation Center
OEM	Original Equipment Manufacturer
OFC	Optical Fibre Cable
PG	Performance Guarantee
PoP	Point of Presence
PSU	Public Sector Undertaking
RFP	Request for Proposal
RIPE NCC	Réseaux IP Européens Network Coordination Centre
RIR	Regional Internet Registry
SLA	Service Level Agreement
TRAI	Telecom Regulatory Authority of India
TSP	Telecom Service Provider
WO	Work Order

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3 Definitions

#	Term	Definition
1.	Agreement/ Contract	The Agreement entered between Authority and the Successful Bidder including all attachments, schedules, annexure thereto and all documents incorporated by reference therein and all amendments, corrigendum /corrigenda, changes thereto
2.	Client/ Authority	Kerala Fibre Optic Network Ltd, represented by its Managing Director
3.	Bidder	The use of the term "Bidder" in the Tender means the agency participating in this tender.
4.	Bid/Proposal	Offer by the Bidder to fulfil the requirement of the Client/Authority under the RFP/Contract for an agreed price. It shall be a comprehensive technical and commercial response to the Tender.
5.	Breach	A breach by Bidder of any of its obligations under this Agreement
6.	Confidential Information	All information including Authority's data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budget and personnel of each department and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);
7.	Control	Control means the term "Control" as defined in section 2(27) of the Companies Act, 2013
8.	Deliverables of the Agencies	Products, infrastructure, platform and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFP and includes all related documents like manuals inter alia payment and/or process related etc., source code and all its modifications
9.	Intellectual Property Rights	All rights in written designs and copyrights, trademarks, moral rights, rights in databases and Bespoke Software / Pre-existing work including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration)
10.	Month/ Week	The Month shall mean calendar month & Week shall mean calendar week
11.	Request for Proposal/ Tender Document	Written solicitation that conveys to the Bidder, requirements for products/ services that the Authority intends to buy and/or implement.

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#	Term	Definition
12.	Service Level	The level of service and other performance criteria which will apply to the Services delivered by the Bidder, executed as part of the Service Agreement
13.	Network System	Network System shall mean the network infrastructure to be laid at each location
14.	Successful Bidder	The Bidder who is qualified & successful in the bidding process and awarded the Contract and will be referred to as Agency/Successful Bidder.
15.	Contract Value	The total monetary amount agreed upon for the execution and completion of the work outlined in the contract excluding GST.

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4 Bidding Data Sheet

Notice Inviting Tender		
1.	Name of the Tender Inviting Authority	Kerala Fibre Optic Network Limited
2.	Officer Tender Inviting Authority	Managing Director, KFON
3.	Name of the Tender	RFP for purchasing IPv4 addresses through resource transfer process of Internet registry
4.	Tender Reference Number	KFON/IPV4/2025-26/005
5.	Tender Type	Open Tender
6.	Tender Category	Service
7.	Publication of Tender Document	e-Procurement Portal of Govt of Kerala
8.	Contact Person	CTO, KFON
9.	Address	Kerala Fibre Optic Network Ltd., Second Floor, B Block, Jeevan Prakash, LIC Divisional Office Pattom P.O Thiruvananthapuram 695004
10.	Contact No.	0471-6630830
11.	E-Mail ID, for any clarifications	cto@kfon.in and am.it@kfon.in
12.	Time & last date to submit pre-bid queries.	05:00 PM; Date: 26/04/2025
13.	Pre-bid Meeting	03:00 PM; Date: 28/04/2025
14.	Pre-Bid Meeting Venue	Online/KFON HQ
15.	Procedure for Bid Submission	Submission through e-Procurement Portal of Govt of Kerala
16.	Last Date of Submission of Bids	Time: 05:00 PM; Date:13/05/2025
17.	Opening of Bids	Time: 03:00 PM; Date:14/05/2025
18.	Bid System	1. Pre-qualification 2. Commercial Bid
19.	Tender Fee (Non - Refundable)	Rs.11,800/-(Rupees Eleven Thousand Eight Hundred only) Including GST@18%.
20.	EMD (Refundable)	Rs. 3,00,000(Rupees Three Lakhs Only)
21.	Validity of the Bid	One year from the date of opening of price bid
22.	Performance Guarantee (PG)	5% of the total contract value excluding GST . At least 50% of this deposit shall be collected from Kerala Treasury Fixed Deposit and rest in the form of Bank Guarantee from a scheduled Commercial

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Notice Inviting Tender		
		Bank/Nationalised Bank/Kerala Financial Corporation in favour of "The Managing Director, Kerala Fibre Optic Network Ltd.", payable at Thiruvananthapuram. Performance Guarantee must be furnished within 14 days from the date of receipt of notification of award (Purchase Order).
23.	Performance Guarantee validity period	3 months beyond the contract/agreement validity
24.	Period of Signing the Contract	Within 14 days from the date of receipt of notification of award (Purchase Order).
25.	Period of Contract	12 months from the Date of Purchase Order.
26.	Terms & Conditions	As per the Tender document

Note:

- Please visit <https://etenders.kerala.gov.in/> for further details regarding the e-tendering process.
- All the notification/details and terms and conditions regarding this tender notice hereafter will be published online on web site <https://etenders.kerala.gov.in/>
- Bid submission should be through e-tender portal of Kerala government viz <https://etenders.kerala.gov.in/>
- All the clarifications / corrigendum to the queries will be published on the above said website.

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1 Introduction

Kerala Fibre Optic Network Ltd (KFON) is an Internet Service Provider (ISP) in the Kerala Licensed Service Area (LSA) and holds IP-1, ISP B, and NLD licenses. KFON also provides various services such as data communication, internet, broadband, intranet, leased line, and VPN services.

To meet the current IP requirements, KFON invites proposals from prospective bidders for **5120** numbers of public IPv4 address in the multiple combination of /24, /23, /22 and/or /21 prefixes through the resource transfer process of internet registry.

2 About the Project

Government of Kerala has commissioned a dedicated optical fibre network capable of efficient service delivery, assured Quality of Service (QoS), reliability, interoperability, redundancy, security, and scalability, across Kerala covering 14 districts through the KFON project. The project has facilitated connectivity for over 30,000 Government institutions, as well as providing services like ILL, VPN, Dark Fiber, and more to various Government and Enterprise Institutions across Kerala.

For more details, please visit <https://etenders.kerala.gov.in/>

KFON Network Architecture

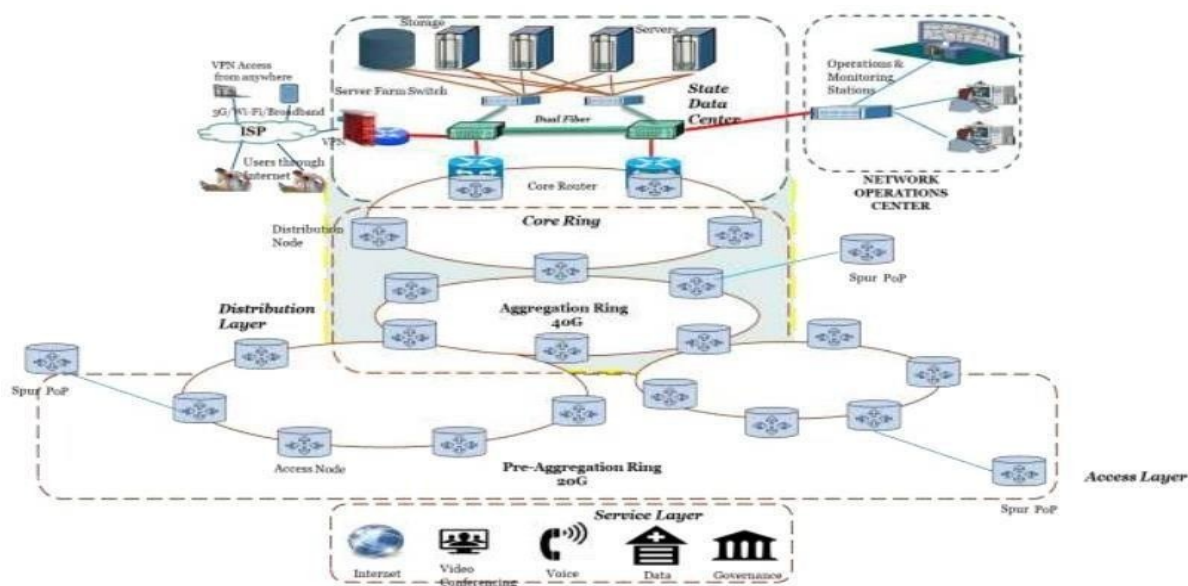


Figure 1: Network Architecture

KFON Network Description

Point of Presence (PoP)

The PoPs for Kerala Fibre Optic Network are located inside KSEBL owned substations. These PoPs have been divided into Core, Aggregation, Pre-Aggregation and Spur PoPs.

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The substations which could not be brought under either core, aggregation or pre-aggregation rings shall be treated as Spur PoPs.

Core POP

One substation in each district is the Core PoP. All the Core PoPs are interconnected with NOC and State Data Centre, thus creating an inter-district route through the DWDM equipment. This ring will carry all the traffic from the districts up to the NOC. Also, the core ring is designed to carry the traffic from one district to another. The core ring is designed to carry 100 Gbps traffic at each district which can be scaled up if required in the future.

Aggregation POP

Each district has one aggregation ring which shall connect the Core PoP with 4 or 5 PoPs within that district. This layer of the network will aggregate traffic coming from all the horizontal offices/homes/enterprises connected to the aggregation PoPs, spurs to aggregation rings and pre-aggregation rings traffic and route into NOC, Data Centre, and district to district through core ring. The traffic will aggregate at Core PoP of the respective district. Each Aggregation Ring is of 40 Gbps capacity which can be scaled up if required in the future.

Pre- Aggregation POP

The remaining rings are considered as pre-aggregation rings within the district, and it connects to the aggregation ring. These rings will aggregate at an aggregation PoP and will carry the traffic coming from all the horizontal offices/homes/enterprises connected to the pre-aggregation PoPs and spurs to pre- aggregation rings. There may be multiple pre-aggregation rings in a district. These rings shall be of 20 Gbps capacity which can be scaled up if required in the future.

Spur POP

Remote location PoPs which could not be connected in the ring are termed as Spur PoPs with 10 Gbps capacity scalable if required in the future.

Network Operating Centre (NOC)

The State level NOC of Kerala Fibre Optic Network is the heart of Operations and Management of the statewide network under this project. KFON has laid down the infrastructure for providing connectivity to all Government institutions/home/enterprises and has the provision for leasing Dark Fibre and selling bulk bandwidth to various Service Providers to enable delivery of end-user services.

3 Instructions to Bidders

3.1 Procurement under Kerala Fibre Optic Network

- a) Participating entities shall agree to adhere to the Terms & Conditions and Scope & Services mentioned in this tender.
- b) All the terms and conditions are to be read jointly as mentioned in the website (<https://etenders.kerala.gov.in/>) and in this document.
- c) The tender document is available on the e-Procurement portal of the Government of Kerala <https://etenders.kerala.gov.in/>

3.2 General

- a) While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidders must form their

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own conclusions about the services required. Bidders and recipients may wish to consult their own legal advisers in relation to this RFP.

- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Authority on the basis of this RFP.
- c) The Authority may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Authority.
- d) This RFP supersedes and replaces any previous public documentation and communications, and Bidders should place no reliance on such communications.

3.3 Due Diligence

Bidder is expected to examine all instructions, forms, terms and specifications in the Tender Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid.

3.4 Cost of Bidding

Bidder shall bear all costs associated with the preparation and submission of its Bid and the Authority shall in no event be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3.5 Language of the Bid

The bids prepared by the Bidder and all subsequent correspondence and documents relating to the Bids exchanged by the Bidder and the Authority shall be written in the English language. Any printed literature furnished by the Bidder, written in another language, shall be accompanied by an accurate English translation, in which case, for purposes of interpretation of the Bid, the English translation shall prevail.

3.6 Pre-Bid Meeting & Clarifications

- a) The Authority will host a Pre-Bid meeting for answering queries (if any) by the prospective bidders. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information necessary for them to submit their Bid. The Authority reserves the right to hold or re-schedule the Pre-Bid meeting.
- b) The Pre-Bid meeting will be held on the date and venue as specified in the Bidding Data Sheet. The bidder or the representatives of the bidders as authorized in writing by the respective organization (limited to two) may attend the pre-bid meeting at their own cost.
- c) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach the Authority by **email only (Excel File)** on or before the last date for sending pre-bid queries mentioned in the Bidding Data Sheet of this document by the bidder/authorized representative of the Bidder with subject line: **"RFP for IPV4 for KFON"**.

The queries should necessarily be submitted in the following format:

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Sl. No.	Page No.	Section No.	Content/ Clause of the RFP requiring clarification	Clarification Sought
.				

- d) Queries submitted post the deadline mentioned on the website or which do not adhere to the above-mentioned format may not be responded to. The Authority shall not be responsible for ensuring that they have received the Bidder's queries.
- e) Bidders are requested to submit the e-mail address, mobile no. of the bidder/authorized representatives and registered address for all communications.
- f) The bidder shall share the Pre-bid queries to the following mail id: cto@kfon.in and am.it@kfon.in

3.7 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Authority shall provide timely response to the queries. However, the Authority makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does the Authority undertake to answer all the queries that have been posted by the Bidders.
- b) At any time prior to the last date for receipt of bids, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted only on the e-Procurement Portal of the Government of Kerala <https://etenders.kerala.gov.in/>
- d) Any such Corrigendum shall be deemed to be incorporated into this RFP. In each instance in which provisions of the Corrigendum contradict or are inconsistent/inapplicable with the provisions of the Tender Document, the provisions of the Corrigendum shall prevail and govern, and the contradicted or inconsistent/inapplicable provisions of the Tender shall be deemed amended accordingly.
- e) In order to provide prospective Bidders reasonable time for taking the Corrigendum into account, the Authority may, at its discretion, extend the last date for the receipt of Proposals.

3.8 Tender Fees

Bidder needs to pay tender fee as per the Bidding Data Sheet.

3.9 Earnest Money Deposit (EMD)

- a) Bidders should submit the EMD as per the Bidding Data Sheet.
- b) The EMD of all unsuccessful bidders will be refunded, on receipt of letter of acceptance from Successful Bidder along with Performance Guarantee deposit.
- c) The EMD amount is interest free and will be refundable without any accrued interest on it.

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- d) The EMD shall be returned to the Successful Bidder upon signing of contract and submission of Performance Guarantee.
- e) The Bid submitted without EMD, mentioned above, will be summarily rejected.
- f) The EMD may be forfeited:
 - If a Bidder withdraws its bid during the period of bid validity
 - If the Successful Bidder fails to sign the contract or submit Performance Guarantee within the stipulated period.

3.10 Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements, appendices, and other information in this RFP document carefully. Online submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - 1. Comply with all requirements contained in this RFP.
 - 2. Include all supporting documentations specified in this RFP.
 - 3. All pages of the Bid must be numbered and duly signed by the Authorized Signatory accompanied by a Power of Attorney/Board Resolution.

3.11 Bid Prices

- a) The Bidder shall indicate in the proforma prescribed, the quote for the services, it proposes to provide under the Agreement. The quote shall be inclusive of all charges **excluding GST**. GST shall be payable extra at actual rates.
- b) The Bidder shall carry out all the tasks in accordance with the requirement of the tender documents and with due diligence. It shall be the responsibility of the Bidder to fully meet all the requirements of the Tender Documents and to meet objectives of the Project.

3.12 Firm Prices

- a) Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever. The bid prices shall be indicated in Indian Rupees (INR) only.
- b) The Commercial Bid should clearly indicate the price quoted without any ambiguity / qualifications whatsoever and should include all applicable taxes, duties, fees, levies, and other charges as may be applicable, **excluding GST** in relation to the activities proposed to be carried out.
- c) Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable for rejection.

3.13 Conditional bids by the bidders

The Bidder should abide by all terms and conditions specified in the Tender Document. Conditional offers shall be liable for dis-qualification.

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3.14 Bid Validity Period

Bids shall be valid for a period as mentioned in the Bidding Data Sheet. A Bid valid for shorter period may be considered as non-responsive. In exceptional circumstances, at its discretion, the Authority may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or email.

3.15 Local Conditions

- a) Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.
- b) The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of Purchase Order as described in the bidding document. The Authority shall not entertain any request for clarification from the Bidder regarding such local conditions.
- c) It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, whatsoever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by the Authority. Neither any change in the time schedule of the contract nor any financial adjustments arising there-of shall be permitted by the Authority on account of failure of the Bidder to know the local laws / conditions.

3.16 Tender Opening

Received bids will be opened at the Head Office of KFON on the date and time provided in the Bid data Sheet or published in the <https://etenders.kerala.gov.in> Portal of the Government of Kerala. The result of bids will be published in the above portal.

3.17 Clarification of Bids

To assist in the scrutiny, evaluation and comparison of bids, the Authority may, at its discretion, ask some or all Bidders for clarifications with regards to their Bid. The request for such clarifications and the response will necessarily be in writing. Failure of a Bidder to submit additional information or clarification as sought by the Authority within the prescribed period will be considered as a non-compliance and the Bid may be evaluated based on the limited information furnished along with the Bids.

3.18 Right to accept any Bid and reject any or all Bids

The Authority reserves the right to accept or reject any Bid, and to annul the tendering process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such action.

3.19 Notification of Award

The Authority will notify the Successful Bidder via letter/email of its intent of accepting the Bid. The Successful Bidder shall be required to sign the Purchase Order and return the same to the address as a token of acceptance.

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3.20 Performance Guarantee

As a condition precedent to execution of the Agreement, the Successful Bidder after the tender shall ensure submission of the requisite unconditional irrevocable Bank Guarantee, in the prescribed format within the time period prescribed in the Bidding Data Sheet as a Performance Guarantee for the services to be performed under the resultant Agreement along with the TFD. The Performance Guarantee amount and its validity shall be equivalent to that mentioned in the Bidding Data Sheet. Performance Guarantee may be subject to forfeiture as per the clauses mentioned in the Tender Document.

EMD of the Successful Bidder shall be returned on submission of PG by Successful Bidder after successful execution of the Agreement.

The Performance Guarantee may be liquidated by the Authority as penalty / liquidated damages resulting from the agency's failure to honour its obligations under the resultant Agreement. The Performance Guarantee shall be returned by the Authority to the Bidder within Ninety (90) days of the term/expiration of the resultant Agreement after applicable deductions as per the Agreement, if any.

The bidders shall submit a performance guarantee as mentioned in the Bidding Data Sheet. At least 50% of this shall be collected in the form of Treasury Fixed Deposit and rest in the form of Bank Guarantee from a scheduled Commercial Bank / Nationalised Bank/ Kerala Financial Corporation in favour of "The Managing Director, Kerala Fibre Optic Network Limited.", payable at Thiruvananthapuram. Performance Guarantee must be furnished within 14 days from the date of receipt of notification of award.

The bidder shall extend the validity of the PG in case KFON decide to extend the contract beyond the initial contract period.

3.21 Signing of Contract

Subsequent to the Authority's notification to the Successful Bidder by way of a Purchase Order and submission of the Performance Guarantee, the Successful Bidder shall execute the Agreement with the Authority.

Failure of the Successful Bidder to furnish the Performance Guarantee or execute the agreement within the prescribed time shall cause the EMD of the Successful Bidder to be liquidated. In such an event, the Authority may choose to negotiate with the next eligible Bidder. The Successful Bidder will be liable to indemnify the Authority for any additional cost or expense, incurred on account of failure of the Successful Bidder to execute the Agreement.

Notwithstanding anything to the contrary mentioned above, the Authority at its sole discretion shall have the right to extend the timelines for execution of Agreement on the request of the Successful Bidder, provided the same is bona fide.

3.22 Terms and conditions of the Tender

Bidder is required to enter into Master Service Agreement for all the terms and conditions to be adhered to by the Successful Bidder. The following documents shall be deemed to form and be read and construed as part of the Agreement viz.:

- i. The Master Service Agreement confirmed by the Authority with the successful bidder.

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- ii. The Purchase Order.
- iii. The RFP and Corrigendum.
- iv. The Proposal and any other documents submitted by the bidder to the extent accepted by the Authority.

4 Evaluation Framework

4.1 Two Stage Bid System

- a) Complete bidding process will be in two stage-bid system. All the notification and details, terms and conditions regarding, this tender notice hereafter will be published online on the portal <https://etenders.kerala.gov.in/>
- b) Bidder should submit closed bid as specified in the Tender Document through the e-Procurement Portal of the Government of Kerala.
- c) The bids will be opened as per the timeline specified in the datasheet.
- d) The rates should be quoted in the Commercial Bid format attached with the tender.
- e) The Authority reserves the right to accept or reject any or all the tenders without assigning any reason.
- f) Wherever a specific form is prescribed in the RFP document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information. For all other cases, the Bidder shall design a form to hold the required information.
- g) The Authority reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted technical bid at any point of time before opening the Commercial Bid. The Bidder shall furnish the required information to the Authority and its appointed representative on the date asked for, at no cost to the Authority. The Bidder's name, the Bid Price, the total amount of each Bid and other such details as the Tendering Authority may consider appropriate, will be announced, and recorded by the Authority at the opening of bid.

The two stage-Bid to be submitted by the Bidder shall consist of the following:

Technical Bid (Cover-1)	<ul style="list-style-type: none"> • The Bidder shall furnish, Technical Proposal, documents establishing the technical qualifications, documents supporting technical proposals, proof of registered office in India, Project experience etc. to perform the Contract. • The Technical Bid shall be prepared in accordance with the requirements specified in this Tender and in the formats prescribed in the Tender Document. • Technical Bid should be submitted along with a certified true copy of a board resolution/Power of Attorney empowering authorized signatory to sign/act/execute documents binding the Bidder organization to the terms and conditions detailed in this proposal. • The authorized signatory of the bidder shall sign on all the statements, documents, certificates uploaded by them, owning responsibility for their correctness/ authenticity. • Technical Bid should not contain commercials in either explicit or implicit form. • Conditional Technical Bid is liable for rejection.
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RFP for purchasing IPv4 addresses through resource transfer process of Internet Registry

Commercial Bid (Cover-2)	<ul style="list-style-type: none"> • Forms and formats specified in the tender document need to be scrupulously followed. Any deviation in it (without proper justification) may lead to disqualification of the Bid. • Price quotation accompanied by vague and conditional expressions such as “subject to immediate acceptance”, “subject to confirmation”, etc. will be treated as being at variance and shall be liable to be summarily rejected. • The price quoted shall be inclusive of all charges excluding GST. GST shall be payable extra at actual rates.
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The Authority will not accept submission of a bid in any manner other than that specified in the Tender Document. Bids submitted in any other manner shall be treated as defective, invalid and rejected.

Bids must be direct, concise, and complete. The Authority will evaluate Bidder’s bid based on its clarity and completeness of its response to the requirements of the project as outlined in this Tender.

4.2 Bid Evaluation

- a) Initial Bid scrutiny will be held. Bid will be treated as non-responsive, if it is
- Not submitted in the format as specified in this RFP document
 - Received without the Letter of Authorization (Power-of-Attorney)
 - Found with suppression of details
 - Without complete information, subjective, conditional offers and partial offers submitted
 - Submitted without the documents requested in the RFP
 - Have non-compliance of any of the clauses stipulated in the RFP
 - With lesser validity period

4.3 Examination of Bid documents against Eligibility Criteria

The Bid document will be examined to determine whether the bidder meets the eligibility criteria, whether the proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this Bid Document will be rejected and will not be considered further.

4.4 Evaluation of document

A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in this RFP Document.

All supporting document submitted in support of Pre-qualification and Technical Evaluation Criteria should comply the following:

- a) Supporting documents should be submitted.
- b) Supporting document should clearly indicate value of the completed project, and the scope of work/ services should be clearly highlighted.
- c) Completion certificate should clearly indicate the value and duration of the project.
- d) In case the Bidder is having Non-Disclosure Agreement (NDA) with their client, no such experience will be counted (if agreement copy not submitted).

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- e) Incomplete order copy submitted by the Bidder will not be considered for evaluation.
- f) In case of projects where order for recurring /Extension and subsequent order has been placed on the Bidder only the mentioned order value will be considered for evaluation.
- g) Bidders failing to comply any of the above, may result in rejection of their bid.

5 Pre-Qualification Criteria

The bids must be complete in all respects and should cover the entire scope of work as stipulated in this RFP document. The invitation to proposal is open to all bidders who qualify the pre-qualification criteria.

Sl. No.	Pre-qualification Criteria	Documents to be submitted
a	The bidder should be an Indian registered ISP/TSP/Enterprises/Government Organizations/Proprietorships/ Partnerships/ LLPs/ Private Limited Companies.	1. Company Registration Certificates 2. Copy of PAN card 3. Copy of GST registration 4. Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as applicable.
b	The bidder should not be currently blacklisted by any Central/ State Govt. dept. /Public Sector Unit.	Self-declaration to be submitted in stamp paper of Rs.200 and duly attested by notary public as given in Annexure 5 .
c	The bidder must have an average annual turnover of 25 crore during the last 3 financial years i.e., FY2023-24, FY2022-2023 and FY2021-22.	Certificate of the Chartered Accountant stating that Annual turnover for Audited financial statement of the Organization for said period signed by Chartered Accountant to be submitted.

6 Technical Evaluation Criteria

Sl. No.	Technical Criteria	Documents to be submitted
a	The bidder shall be IRINN Affiliate/ IRINN Member	Bidder must submit the Authorized Affiliate Detail showing the Account Name, Organization details, Validity of the IP etc.
b	The IP subnet must have a clean history with no records of legal issues, spam, phishing, or other malicious activities and the subnet should not be listed on any major blacklists.	A detailed report and a self-declaration (in the company letter head) on the reputation of the proposed IP subnet.
c	Ownership of IP Prefix	1. Bidder to provide all necessary documentation showing the proof of ownership of proposed IP Prefix 2. Self-attested undertaking by the owner of the IP s to authorize the transfer of the IPv4 addresses in

RFP for purchasing IPv4 addresses through resource transfer process of Internet Registry

		the ownership of KFON.
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Documentary evidence must be furnished against each of the above criteria along with an index.

The Bid should be submitted along with a certified true copy of a board resolution/Power of Attorney empowering authorized signatory to sign/act/execute documents binding the Bidder organization to the terms and conditions detailed in this proposal.

7 Evaluation of Commercial Bid

- a) Bidders shall meet the respective pre-qualification and technical evaluation criteria to be eligible for participation in the Commercial Bid evaluation. The evaluation will be carried out if Commercial bid is complete and computationally correct. Authority's evaluation in this regard shall be final and binding on the Bidder.
- b) The bidders should submit price bid through e-tender portal according to the BOQ published.
- c) Bidder with lowest commercials quoted will be declared as the successful bidder.

8 Rejection Criteria

Besides other conditions and terms highlighted in the Tender Document, bids may be rejected under following circumstances:

8.1 General rejection criteria

- a) Conditional Bids.
- b) If the information provided by the Bidder is found to be incorrect / misleading / fraudulent at any stage / time during the Tendering Process.
- c) Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions; Bidder shall not approach Authority's officers from the time of the proposal opening till the time the Contract is awarded.
- d) Bids received after the prescribed time and date for receipt of bids.
- e) Bids without signature of person (s) duly authorized on required pages of the bid.
- f) Bids without power of attorney/ board resolution.
- g) Any other reasons mentioned in this RFP elsewhere.

8.2 Technical Rejection Criteria

- a) Technical Bid containing commercial details.
- b) Revelation of prices in any form or by any reason before opening the Commercial Bid.
- c) Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- d) Bidders not quoting for the complete scope of work as indicated in the Tender Documents, addendum (if any) and any subsequent information given to the Bidder.
- e) Bidders not complying with the technical and general terms and conditions as stated in the Tender Documents.
- f) Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the scope of work of this tender.
- g) Any other reasons mentioned in this RFP elsewhere.

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8.3 Commercial Rejection Criteria

- a) Incomplete Price Bid.
- b) Price Bids that do not conform to the Tender's price bid format.
- c) Total price quoted by the Bidder shall be inclusive of statutory taxes and levies applicable except GST.
- d) If there is an arithmetic discrepancy in the commercial Bid calculations, the Technical Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected.
- e) If there is discrepancy in numerical and words, prices in word shall prevail.
- f) If there is discrepancy in unit rates and total, unit rates shall prevail.

8.4 Fraud and Corrupt Practices

- i. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process.
- ii. Notwithstanding anything to the contrary contained in this tender, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the — Prohibited Practices) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Guarantee as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the tender, including consideration and evaluation of such Bidders Proposal.
- iii. Without prejudice to the rights of the Authority under Clause above and the rights and remedies which the Authority may have under the Agreement, if a Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the PO or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or tender issued by the Authority during a period of < 2 (two) > years from the date such Bidder, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- iv. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them.

“Corrupt practice” means

- a) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the PO or has dealt with matters concerning the Agreement or arising there from,

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before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or

- b) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the PO or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the PO or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- **“Fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
 - **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process.

“Undesirable practice” means

- a) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing,
- b) lobbying or in any manner influencing or attempting to influence the Selection Process; or
- c) having a Conflict of Interest; and

“Restrictive practice” means

- a. Forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

8.5 Conflict of Interest

The Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process if including but not limited to:

- a. They have controlling shareholders in common; or
- b. They receive or have received any direct or indirect subsidy from any of them; or
- c. They have the same legal representative for purposes of this bid; or
- d. They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- e. Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture/ consortium. This will result in the disqualification of all Bids in which it is involved;

RFP for purchasing IPv4 addresses through resource transfer process of Internet Registry

9 Scope of Work

Through this RFP, Authority is intending to select an eligible bidder to provide **5,120** nos of public IPv4 address through resource transfer process of Internet Registry.

1. The bidder must either own IPv4 addresses or collaborate with organizations or institutions that have available IPv4 resources and are members of Internet registries.
2. The bidder will be responsible for arranging the provision of IPv4 address pools to KFON through the transfer policies defined by Internet registries.
3. The provided address pools must be of /24, /23, /22 and/or /21 subnets.
4. The ownership of the transferred IPv4 address pools must be in the name of KFON.
5. The transferred IPv4 address pools must be unrestricted for use within the KFON network and must be globally routable and efficiently reachable across the internet.
6. The bidder's quotation must include the rates for facilitating the transfer of IPv4 addresses between the seller and KFON, as well as any additional charges in accordance with the transfer policies of the Internet Registries.
7. The bidder shall handle all administrative tasks related to the transfer, including payment of fees and submission of required forms and facilitate the transfer of IPv4 addresses according to the transfer policies.
- 8. In case any payment is required to be made mandatory by KFON (the receiver of IPv4) as required by the respective Internet Registry, the cost for this should be included in the commercial proposal. In such cases, the Authority may remit the amount and the same shall be recovered from the amount payable to the bidder. No additional charges will be borne by the Authority for this purpose.**
9. The bidder shall support the KFON team with all transfer-related activities that need to be performed by KFON during the pre- and/or post-acquisition period.
- 10. A comprehensive document in writing (Official Letter), detailing any requirements from KFON including financial requirements, must be submitted to KFON within two days from the date of acceptance of the PO.**
11. The Authority will not be held accountable for the timely submission of any document that was **NOT** duly informed to the Authority. In such cases, any resulting delays will incur penalties for the bidder.
12. The IPv4 addresses obtained by KFON through this tender shall be permanently owned by KFON for their exclusive use.
13. The IPv4 addresses provided to KFON must be free from any legal issues, free of any outstanding/penalty from IP allocation body, i.e., IRR (Internet Routing Registry), APNIC, IRINN, etc., and comply with the policies of the Internet Registries.
14. The IP subnet must have a clean history with no records of legal issues, spam, phishing, or other malicious activities and the subnet should not be listed on any major blacklists.
15. The bidder must adhere to all applicable regulations, acts and laws specified by DoT/TRAI/ Government of India relevant to the work specified in this RFP.
16. The bidder shall provide necessary support for any issues related to the reputation of the IP subnet post-acquisition.

RFP for purchasing IPv4 addresses through resource transfer process of Internet Registry

17. The Bidder must promptly and effectively safeguard any information shared under this contract/agreement, ensuring it remains confidential, secure, and protected, and is not disclosed to any unauthorized individual or entity.
18. The successful bidder must handle all documents, data, software, or login credentials provided by KFON or accessed by the bidder, as strictly confidential and ensure their secrecy is maintained.
19. The bidder must not publish, disclose, make available, or otherwise share any document, data, or software with any third party, either directly or indirectly, without obtaining prior written consent from KFON.

10 Project Deliverable and Timelines

The transfer of IPv4 addresses into the ownership of KFON must be completed within **three (3) months** from the date of acceptance of the Purchase Order (PO), in accordance with the scope of work outlined in this RFP. The bidder must ensure that at least half of the IPs are transferred to the ownership of KFON **within forty-five (45) days** from the date acceptance of the PO.

These addresses should be visible under KFON's ownership in IRINN.

11 Acceptance Testing

The bidder must submit all documents related to the transfer of IPs to KFON's ownership within the stipulated time mentioned in this RFP. KFON will conduct due diligence to ensure the scope of work is completed. Any queries raised by KFON during the acceptance process must be properly addressed by the successful bidder **within one (1) working day**, to KFON's satisfaction.

12 Payment Terms

- a) 40% of the total contract value shall be paid upon submission of the invoice by the bidder, following the successful transfer and acceptance of at least 50% of the IPs by KFON.
- b) Balance 50% of the contract value shall be paid upon submission of the invoice by the bidder, following the successful transfer and acceptance of 100% of the IPs as per the scope of this RFP.
- c) The remaining 10% shall be paid upon the completion of the contract period.

Any mandatory costs that KFON (the recipient of IPv4) is required to pay under the Internet Registry's transfer policy will be borne by KFON and subsequently adjusted against the invoice submitted by the successful bidder.

KFON will take best effort to release the payment within 30 days after the receipt of invoices, provided the successful bidder completes all necessary documentations as per this RFP.

RFP for purchasing IPv4 addresses through resource transfer process of Internet Registry

13 Service Level Guarantee

Failure to transfer at least 50% of the total IPs to KFON's ownership within forty-five (45) days from the acceptance of the PO will incur a penalty of 2% of the value of 50% of the IPs per week or part thereof, up to a maximum of 10% of the contract value.

Similarly, failure to complete the scope of work within three (3) months from the acceptance of the PO will lead to a penalty of 2% of the value of the non-transferred IPs per week or part thereof, subject to a maximum of 10% of the contract value.

If the bidder fails to comply with the RFP clauses, KFON reserves the right to take legal or administrative actions, including contract termination, invocation of the Bank Guarantee, forfeiture of the security deposit, imposition of liquidated damages, blacklisting, and more. Additionally, KFON retains the right to engage with other bidders (L2, L3, L4, etc.) at L1 rate.

14 Contract Period

The period of contract is for Twelve (12) months from the Date of Purchase Order (PO).

15 Termination of Contract

1. KFON reserves the right to terminate the contract in whole or in part before the issuance of the Purchase Order if, for any reason, the specified services are no longer required. In such an event, KFON will notify the Tenderer/Bidder, who shall have no claim to any payment or compensation for any potential profit or advantage lost due to the non-fulfillment of the entire service. Additionally, the bidder(s) will not have any claim for compensation or damages for losses incurred due to the contract termination by KFON or any modifications made by KFON to the original specifications, designs, or instructions that result in a reduction of the contemplated services.
2. The KFON without prejudice to any other remedy, reserves the right to terminate the Tender / Contract in whole or in part and also to blacklist a Tenderer / Bidder for a suitable period in case they fails to honor their bid / contract without sufficient grounds or found guilty for breach of condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by such Tenderer / Bidder or by its staff.
3. Due to any other reason mentioned in this RFP in various sessions.

RFP for purchasing IPv4 addresses through resource transfer process of Internet Registry

Annexure-1 FORMAT FOR BID COVER LETTER

(On Company Letter Head)

To,

Managing Director
Kerala Fibre Optic Network Ltd,
2nd Floor, B Block,
Jeevan Prakash, LIC Divisional Office,
Pattom P. O,
Thiruvananthapuram - 695004

Kerala

Sub: Submission of the response to the Tender No. <<tender id>>. RFP for purchasing IPv4 addresses through resource transfer process of Internet Registry.

We, the undersigned, offer to provide IPv4 addresses through resource transfer process of Internet registry in response to the request for proposal dated <insert date> and tender reference **no <>** "RFP for purchasing IPv4 addresses through resource transfer process of Internet Registry".

We are hereby submitting our proposal online, which includes the pre-qualification, technical bid, and commercial bid.

We hereby declare that all the information and statements made in this bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our proposal is accepted, to initiate the implementation services related to the assignment not later than the date indicated in this tender.

We agree to abide by all the terms and conditions of the RFP and related corrigendum(s)/ addendum(s). We would hold the terms of our bid valid for one (1) year from the date of opening of the commercial bid as stipulated in the RFP.

We hereby declare that as per RFP requirement, we have not been blacklisted/ debarred by any Central/ State Government and we are not the subject of legal proceedings for any of the foregoing.

We understand you are not bound to accept any proposal you receive.

Signature of Bidder

Place:

Name

Date:

RFP for purchasing IPv4 addresses through resource transfer process of Internet Registry

Annexure-2 FORMAT FOR COMMERCIAL BID COVER LETTER

To,

Managing Director
Kerala Fibre Optic Network Ltd,
2nd Floor, B Block,
Jeevan Prakash, LIC Divisional Office,
Pattom P. O,
Thiruvananthapuram - 695004

Kerala

Dear Sir,

We, the undersigned Bidder, having read and examined in detail all the tender documents with respect RFP for purchasing IPv4 addresses through resource transfer process of Internet Registry to provide services as specified in the tender reference No. _____.

- **Price and Validity**
 - a. The quote mentioned in our bid are in accordance with the terms & conditions as specified in the RFP. The validity of bid is one (1) year from the date of opening of the commercial bid.
 - b. We are an Indian firm and do hereby confirm that our quote is inclusive of all duties, levies etc., excluding GST.
 - c. We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on income tax, professional and any other corporate tax in altered under the law, we shall pay the same.
- **Deviations:** we declare that all the services shall be performed strictly in accordance with the RFP irrespective of whatever has been stated to the contrary anywhere else in our bid. Further, we agree that additional conditions, if any, found in our bid documents, shall not be given effect to.
- We have remitted an EMD as specified in the tender document terms.
- **Tender pricing:** we further confirm that the prices stated in our bid are in accordance with your instruction to bidders included in tender documents.
- **Qualifying data:** we confirm having submitted the information as required by you in your instruction to bidders. In case you require any other further information/ documentary proof in this regard before evaluation of our tender, we agree to furnish the same in time to your satisfaction.
- **Bid price:** we declare that our quote is for the entire scope of the work as specified in the RFP.
- **Performance guarantee:** we hereby declare that in case the contract is awarded to us, we shall submit the performance guarantee. We hereby declare that our tender is made in good faith, without collusion or fraud and the information contained in the tender is true and correct to the best of our knowledge and belief. We understand that our tender is binding on us and that you are not bound to accept a tender you receive.

Signature of Bidder

Place:

Name

.....

Date:

RFP for purchasing IPv4 addresses through resource transfer process of Internet Registry

Annexure-3 FORMAT FOR AFFIDAVIT

[Your Company Name]
[Address]
[City, State, ZIP Code]

Affidavit

I, [Your Name], the undersigned, being the authorized representative of [Your Company Name], do solemnly affirm and declare as follows:

I affirm that all the statements and documents submitted along with the bid for the [Tender Name] tender are true, accurate, and factual to the best of my knowledge and belief.

I further affirm that [Your Company Name] is not liable to be disqualified from participating in the tender process based on any legal or regulatory requirements.

I acknowledge that any misrepresentation or false information provided in the bid submission may lead to disqualification and legal consequences as per applicable laws and regulations.

I understand that [Your Company Name] may be subject to verification of the submitted information and supporting documents, and I agree to cooperate fully with any such verification process.

I undertake to promptly inform the tendering authority of any changes or updates to the information provided in the bid submission.

I acknowledge that this affidavit is made under oath and any false statements made herein may subject me and [Your Company Name] to legal penalties.

This affidavit is executed with the understanding that it may be relied upon by the tendering authority for the evaluation of the bid submitted by [Your Company Name].

Signed and sworn before me on this [Date] Day of [Month], [Year].

[Your Name]
Authorized Representative of [Your Company Name]

Notary Public:
[Notary Public Name]
[Notary Public Seal or Stamp]
[Notary Public Commission Expiry Date]

Annexure-4 Performance Bank Guarantee (sample format)

RFP for purchasing IPv4 addresses through resource transfer process of Internet Registry

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

From

Bank (Name and full Address details):

To

Managing Director
Kerala Fibre Optic Network Ltd,
2nd Floor, B Block,
Jeevan Prakash, LIC Divisional Office,
Pattom P. O,
Thiruvananthapuram - 695004

Dear Sir,

1. Whereas you _____ (the "PURCHASER") have entered into a contract No. _____ dated _____ (hereinafter referred to as the "said Contract") with M/s _____ (hereinafter referred to as the "SELLER") for supply of goods/services as defined in the said Contract and whereas the SELLER has undertaken to produce a bank guarantee for value amounting to _____ (amount of the guarantee in figures and words) to secure its obligations to the PURCHASER in accordance with the said Contract.
2. We _____ (the Bank name and full details) hereby expressly, irrevocably and unreservedly undertake and guarantee as principal guarantor on behalf of the SELLER that, we will pay you on your demand declaring the SELLER to be in default under the said Contract, without demur or contest, all and any sum up to a maximum of Rupees _____ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract.
3. We undertake to effect payment upon receipt of such written demand, notwithstanding any dispute or disputes raised by the SELLER in any suit pending before any Court, Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.
4. We shall not be discharged or released from this undertaking and guarantee by any arrangements or variations made between you and the SELLER, indulgence to the SELLER by you or by any alterations in the obligation of the SELLER or by any forbearance whether as to payment, time, performance or otherwise.
5. In no case shall the amount of this guarantee be increased.
6. This guarantee shall remain in full force and effect **3 months** beyond expiry of contract period.
7. Unless a demand or claim under this guarantee is made to us in writing on or before the aforesaid expiry date or extended expiry date, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
8. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of the SELLER.
9. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of the PURCHASER in writing.

Place: _

Date: _

Seal of the Bank

Note:

1. *No substantial changes to the content of this format is allowed.*

Annexure-5 Self Declaration Non-Blacklisting

RFP for purchasing IPv4 addresses through resource transfer process of Internet Registry

(On non-judicial stamp paper of Rs.200/- and **duly attested by Notary Public**)

To

Managing Director
Kerala Fibre Optic Network Ltd,
2nd Floor, B Block,
Jeevan Prakash, LIC Divisional Office,
Pattom P. O,
Thiruvananthapuram - 695004

Sir,

In response to the RFP reference no..... dated..... for the RFP for purchasing IPv4 addresses through resource transfer process of Internet Registry.

I hereby declare that presently our company is having an unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any state/Central Government/PSU/Autonomous body.

I further declare that our company is not blacklisted and not declared ineligible for reasons other than Corrupt and Fraudulent practices by any State/Central Government/PSU/Autonomous Body on the date of submission of RFP.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking You

Name of the Bidder

Authorized Signatory

Seal of the Organization