



**Request for Proposal  
for  
Providing Internet Leased Connectivity at KFON NOC  
at Info Park, Kochi**

**Tender Ref No: KSITIL/KFON/2023-24/8248**

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**Kerala State Information Technology Infrastructure Limited**  
*First Floor, Saankethika, PF Road, Pattom palace P.O*  
*Thiruvananthapuram- 695004*

## **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 State Information Technology Infrastructure 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 at by the Authority in relation to delivering of internet connectivity to NOC of Kerala Fibre Optic Network. 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 shall 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, for the Selection of ISPs for the Kerala Fibre Optic Network 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 expenses incurred by an Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the selection process.

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### Glossary of Terms

Abbreviation	Description
BEL	Bharat Electronics Limited
CAF	Customer Application Form
CAGR	Compounded Annuity Growth Rate
DR	Disaster Recovery
EMD	Earnest Money Deposit
GST	Goods and Services Tax
INR	Indian Rupee
IP	Internet Protocol
ISP	Internet Service Provider
IT	Information Technology
KFON	Kerala Fibre Optic Network
KLSA	Kerala License Servicing Area
KSEBL	Kerala State Electricity Board Limited
KSITIL	Kerala State Information Technology Infrastructure Limited
LOI	Letter of Intent
WO	Work Order
MPLS	Multi-Protocol Label Switching
NDA	Non-Disclosure Agreement
NOC	Network Operating Centre
PF	Provident Fund
POP	Point of Presence
PG	Performance Guarantee
PSU	Public Sector Undertaking
SLA	Service level Agreement
TSP	Telecom Service Provider

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## Definitions

#	Term	Definition
1.	<b>Agreement/ Contract</b>	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.	<b>Client/ Authority</b>	Kerala State Information Technology Infrastructure Limited, represented by its Managing Director
3.	<b>Bidder</b>	The use of the term "Bidder" in the Tender means the agency participating in this tender.
4.	<b>Bid/Proposal</b>	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.	<b>Breach</b>	A breach by Bidder of any of its obligations under this Agreement
6.	<b>Confidential Information</b>	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.	<b>Control</b>	Control means the term "Control" as defined in section 2(27) of the Companies Act, 2013
8.	<b>Deliverables of the Agencies</b>	Products, infrastructure, 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.	<b>Intellectual Property Rights</b>	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.	<b>Month/ Week</b>	The Month shall mean calendar month & Week shall mean calendar week

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#	Term	Definition
11.	<b>Parties</b>	Shall mean Authority and Bidder for the purposes of this Agreement and “ <i>Party</i> ” shall be interpreted accordingly
12.	<b>Performance Guarantee</b>	Unconditional Guarantee provided by the Bidder from a Scheduled Commercial Bank/ Nationalized Bank in favour of the Authority for 5% of the total contract value. At least 50% of this deposit 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 in favour of “The Managing Director, Kerala State IT Infrastructure Ltd.”, payable at Thiruvananthapuram.
13.	<b>Project</b>	Project shall mean providing 20 Gbps scalable up to 100 Gbps of Internet Leased connectivity to KFON NOC at Infopark, Kakkanad, Kochi, with the option to incrementally increase the bandwidth by 5 Gbps as needed for a period of 3 Years extendable to additional 2 years on mutual agreement.
14.	<b>Project Implementation</b>	Project Implementation as per the quality and testing standards and acceptance criteria prescribed by the Authority or its nominated agencies
15.	<b>Request for Proposal/ Tender Document</b>	Written solicitation that conveys to the Bidder, requirements for products/ services that the Authority intends to buy and implement
16.	<b>Service Level</b>	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
17.	<b>Network System</b>	Network System shall mean the network infrastructure of the Kerala Fibre Optic Network
18.	<b>Successful Bidder</b>	The Bidder who is qualified & successful in the bidding process and awarded the Contract and will be referred to as ISP (Internet Service Provider).

*Table 1: Definitions*

## Request for Proposal for providing Internet Leased Connectivity at KFON NOC, Info Park, Kochi

### 1 Bidding Data Sheet

Notice Inviting Tender		
1.	Name of the Tender Inviting Authority	KSITIL
2.	Officer Tender Inviting Authority	Managing Director, KSITIL
3.	Name of the Tender	Providing 20 Gbps scalable up to 100 Gbps of internet leased connectivity to KFON NOC at Infopark, Kakkanad, Kochi, with the option to incrementally increase the bandwidth by 5 Gbps as needed for a period of 3 Years extendable to additional 2 years on mutual agreement.
4.	Tender Reference Number	Tender Ref No: KSITIL/KFON/2023-24/8248
5.	Tender Type	Open Tender
6.	Tender Category	Services
7.	Publication of Tender Document	e-Procurement Portal of Govt of Kerala
8.	Contact Person	Project Head, KFON
9.	Address	Kerala State Information Technology Infrastructure Ltd., First Floor, Saankethika, PF Road, Pattom palace P.O, Thiruvananthapuram 695004
10.	Contact No.	0471- 4068006; 2969640
11.	E-Mail ID, for any clarifications	<a href="mailto:kfon@ksitil.org">kfon@ksitil.org</a>
12.	Time & last date to submit clarifications	Time: 15:00 Hrs; Date: 18/10/2023 No clarifications will be accepted after publication of corrigendum post the pre bid conference.
13.	Pre-bid Meeting	Time: 14:30 Hrs; Date: 19/10/2023
14.	Pre-Bid Meeting Venue	Kerala State Information Technology Infrastructure Ltd., First Floor, Saankethika, PF Road, Pattom palace P.O, Thiruvananthapuram 695004
15.	Procedure for Bid Submission	Submission through e-Procurement Portal of Govt of Kerala
16.	Last Date of Submission of Bids	Time: 17:00 Hrs; Date:13/11/2023
17.	Opening of Technical Bids	Time: 17:00 Hrs; Date: 14/11/2023
18.	Bid System	1. Technical bid 2. Commercial Bid
19.	Tender Fee (Non-Refundable)	Rs. 5,900.00 ( including GST)
20.	EMD (Refundable)	Rs. 50,000.00 (Rupees Fifty Thousand Only)
21.	Validity of the Bid	120 days from the date of opening of price bid



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Notice Inviting Tender		
22.	Contract period	3 Years which may further extend for additional 2 years based on mutual agreed terms.
23.	Performance Guarantee	5% of the total contract value At least 50% of this deposit 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 State IT Infrastructure Ltd.", payable at Thiruvananthapuram. Performance Guarantee must be furnished within 15 days from the date of receipt of notification of award (Letter of Intent/Work Order)
24.	Performance Guarantee validity period	Three (3) months beyond expiry of contract period
25.	Period of Signing the Contract	Within 14 days from the date of receipt of notification of award (Letter of Intent/Work Order)
26.	Terms & Conditions	As per the Tender document

Table 2: Bidding Data Sheet

### 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 etender 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.

## 2 About Project

Government of Kerala is commissioning 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.

The KFON network is designed to connect 30,000+ government institutions across the state of Kerala. The network is scalable and is designed with an initial bandwidth of 100 Gbps inter-district and is scalable to 500 Gbps. The KFON network will function as a strong foundation for all G2G, G2C, C2G, C2C, B2C, C2B interactions. The Government of Kerala has also announced free internet connectivity to 20 lakh economically weaker section families through the KFON Network.

Currently KFON Network has 5 Gbps Internet backbone from a Class A ISP at KFON NOC.

### KFON Network Architecture

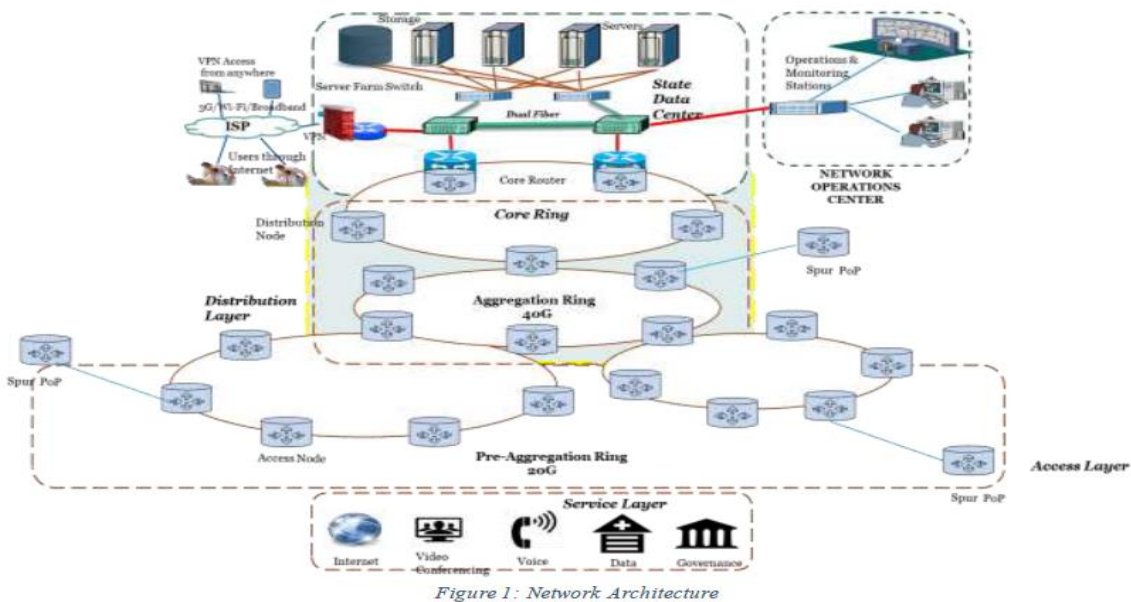


Figure 1: Network Architecture

### KFON Network Description

#### Point of Presence (POPs)

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. 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's. This ring will carry all the traffic from the districts up to the NOC and the State Data Centre. 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

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connected to the aggregation PoPs, spurs to aggregation rings and pre-aggregation rings' traffic and route it to 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 proposed for Kerala Fibre Optic Network is the heart of operations and management of the state-wide 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**

MD, KSITIL invites proposals from reputable internet service providers for a period of 3 years extendable to additional 2 years based on mutual agreement. The internet service provider shall provide 20 Gbps of internet leased connectivity scalable up to 100 Gbps at KFON NOC at Infopark, Kakkanad, Kochi, with the option to incrementally increase the bandwidth by 5 Gbps as needed.

- 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 on 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 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 based on 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.

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- 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: **"INTERNET LEASED CONNECTIVITY IN KFON NOC"**.

The queries should necessarily be submitted in the following format:

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.

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- 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: **kfon@ksitil.org**

### **3.6.1 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 Corrigenda contradict or are inconsistent/ inapplicable with the provisions of the Tender Document, the provisions of the Corrigenda 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.

### **3.6.2 Tender Fees**

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

### **3.6.3 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.
- 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:
  - o If a Bidder withdraws its bid during the period of bid validity
  - o If the Successful Bidder fails to sign the contract or submit Performance Guarantee within the stipulated period.

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### **3.6.4 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:
  - Comply with all requirements contained in this RFP.
  - Include all supporting documentations specified in this RFP.
  - All pages of the Bid must be numbered and duly signed by the Authorized Signatory accompanied by a Power of Attorney/Board Resolution.

### **3.6.5 Bid Prices**

- a) The Bidder shall indicate in the proforma prescribed, the unit rates and total bid prices for the services, it proposes to provide under the Agreement. Prices should be shown separately for each item as detailed in this Tender Document. The price quoted 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.

### **3.6.6 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 (to be quoted in separate column in the commercial bid) 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.

### **3.6.7 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.

### **3.6.8 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.

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### **3.7 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 Letter of Intent 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.

### **3.8 Tender Opening**

Received bids will be opened at the Head Office of KSITIL on the date and time provided in the Bidding 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.

### **3.9 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.

### **3.10 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.

### **3.11 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 LoI/ Work Order and return the same to the address and within the specified time period in the Bidding Data Sheet as a token of acceptance of the LOI/Work Order.

### **3.12 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. 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.

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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 honor 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.

### **3.13 Signing of Contract**

Subsequent to the Authority's notification to the Successful Bidder by way of a LOI, acceptance of the LOI/Work 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.

### **3.14 Terms and conditions of the Tender**

Bidder is required to enter into a Master Service Agreement for all the terms and conditions (including project timelines) to be adhered to by the Successful Bidder during Project implementation. 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.
- ii. The Letter of Intent / Work Order.
- iii. The RFP.
- 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) Technical 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.



**Request for Proposal for Internet Leased connectivity at KFON NOC, Info Park, Kochi**

- 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:**

<p><b>Technical Bid (Cover-1)</b></p>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• The Technical Bid shall be prepared in accordance with the requirements specified in this Tender and in the formats prescribed in the Tender Document.</li> <li>• 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.</li> <li>• The authorized signatory of the bidder shall sign on all the statements, documents, certificates uploaded by them, owning responsibility for their correctness/ authenticity.</li> <li>• Technical Bid should not contain commercials of the Project, in either explicit or implicit form.</li> <li>• Conditional Technical Bid is liable for rejection.</li> </ul>
<p><b>Commercial Bid (Cover-2)</b></p>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• The price quoted shall be inclusive of all charges excluding GST. GST shall be payable extra at actual rates.</li> </ul>

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.

## **Request for Proposal for Internet Leased connectivity at KFON NOC, Info Park, Kochi**

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 checklist
  - 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 Eligibility 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).
- 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.

### **4.5 Eligibility 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 as given below:

**Request for Proposal for Internet Leased connectivity at KFON NOC, Info Park, Kochi**

SI. No.	Prequalification Criteria	Documents to be submitted
a.	The bidder must be a registered legal entity in India	Copy of Certificate of Incorporation issued by Registrar of Companies/ Registration certificate
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 1
c	The Service Provider must have average annual turnover of 100 crore during the last 3 financial years.	Certificate of the Chartered Accountant stating that Annual turnover for Audited financial statement of the Organization for above period signed by Chartered Accountant
d	The Bidder must have a valid PAN Number and GST registration.	Copy of GST registration and Copy of PAN
e	The Bidder must have a valid "Category A" ISP license and NLD license or Unified Access Service provider license from Department of Telecommunications.	Copy of "Category A" license and NLD license or unified Access Service provider license from Department of Telecommunication

Table 3: Eligibility Criteria

**4.6 Technical Evaluation**

No.	Technical Evaluation Criteria	Supporting Documents to be Submitted
1	Bidders experience in providing Internet Leased Line Connectivity for minimum 200 Gbps ILL/ Peering connectivity out of which one connectivity should be of at least 20 Gbps capacity.	Document showing work order/ Supply Order and corresponding completion certificate / Payment Certificate of the client for minimum 200 Gbps ILL/Peering connectivity in last three years.
2	The bidder should have their own NOC (Network Operations Center) for 24*7*365 to ensure uninterrupted services and details of NOC to be submitted.	Details of NOC along with location and contact numbers (Landline) Self-Attested document (Annexure -2)
3	Proof of category "A" ISP certificate and NLD license or Unified Access Service provider license from Department of Telecommunication.	Copy of ISP and NLD or UASL certificates issued by Department of Telecommunication, Government of India

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4	Details about the capability of delivering latest version of Internet Protocol as per GoI guidelines	Self-Attested document/ Existing Client Certificate
5	Bidder must have own OFC backbone network connecting International Gateway locations in India. (Chennai, Kochi, Mumbai etc)	Self-attested certification and Network diagram

### 4.7 Evaluation of Commercial Bid

- a) Bidders shall meet the minimum technical evaluation criteria to be eligible for participation in the Commercial Bid evaluation. The evaluation will be carried out if Commercial bid are 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) Authority is intending to select two eligible bidders as Primary ILL provider and Secondary ILL provider.
- d) Bidder with lowest commercials quoted will be declared as L-1 bidder and will be primary ILL provider.
- e) Authority will invite L-2 bidder to match L-1 bidder's price and shall award the contract as a secondary ILL provider.
- f) If L-2 bidder is not willing to match the L-1 bidder's price, L-3 bidder will be offered to match the L-1 bidder's price and so on.

### 4.8 Rejection Criteria-

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

#### 4.8.1 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.

#### 4.8.2 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.

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- 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.

### **4.8.3 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.

### **4.8.4 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 LoI or 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 LoI 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**

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- 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 LoI or has dealt with matters concerning the Agreement or arising there from, 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 LoI 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 LoI 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.

#### **4.8.5 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

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- 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;

## **5 Scope of Work**

Through this RFP, Authority is intending to select two eligible bidders to provide 20 Gbps scalable to 100 Gbps of internet leased connectivity to KFON NOC at Infopark, Kakkanad, Kochi, with the option to incrementally increase the bandwidth by 5 Gbps as needed. For incremental request for bandwidth, bidder must process and upgrade the bandwidth as per the request within 7 working days.

### **5.1 Terms and Conditions**

- I. Installation and Commission of Internet Leased line connectivity link at KFON NOC, Infopark, Kakkanad, Kochi on a 24 x 7 x 365 basis.
- II. The link shall be a dedicated internet bandwidth (1:1 - download/upload).
- III. Provide the facility to monitor and obtain standard reports on the ILL links, Bandwidth utilization (in Mbps, in frames/sec), Errors (Frames/sec), Discarded (frames/sec), Non unicast (frames/sec), Bandwidth availability, packet loss(in%), latency of links etc. through any network monitoring tool.
- IV. Should have unshared and high-quality symmetric bandwidth without any compression factor through Optical Fiber Cable.
- V. Should provide facility to register complaint round the clock (24 x 7 basis) through a dedicated grievance redressal system.
- VI. Should provide Maintenance support service on a 24 x 7x 365 basis.
- VII. Should ensure uptime of 99.5% during a month and round-trip latency to the various locations within India should be less than 150 milliseconds and round-trip latency to the various locations across the globe viz. New York, San Jose, London, Japan, Singapore etc shall be less than 320 milliseconds
- VIII. The bidder must mandatorily deliver ILL link at KFON NOC with fully redundant OFC network including last mile and must provide 100GE QSFP28 LR4 based connectivity. Bidder must arrange their own 100GE QSFP28 LR4 at their device and KFON will arrange suitable optics at KFON end router.
- IX. Should provide 2000 (8 subnets of /24 or 4 subnets of /23 or 2 subnets of /22 public address) in ipv4 with DDoS protection.
- X. Successful bidder must support eBGP on IPv4 and IPv6 peering and shall advertise full internet routing table.
- XI. The successful Bidder has to provide a Toll-free number for lodging complaints for link rectification and issue ticket numbers.
- XII. Maintenance and upkeep of all equipment provided by the bidder shall be the responsibility of the bidder only.
- XIII. Bidder shall take adequate insurance cover for the equipment provided at the site against theft, fire, damage etc., at its own cost.
- XIV. The Bidder shall provide a monitoring URL for proof of the uptime along with bandwidth utilization.
- XV. The other equipment which are not mentioned in this tender document and are required for making the internet leased line connectivity live on the network shall be provided by the bidder only and no additional cost shall be borne by the department in this regard.
- XVI. During the tenure of the contract, the bidder shall bear all the operational costs associated with internet leased line connectivity which may arise due to various problems.
- XVII. The bidder shall comply with all relevant regulatory and licensing requirements for providing leased line connectivity services.
- XVIII. The selected bidder must adhere to Service Level Agreements (SLAs) that specify expected network uptime, latency, and packet loss. Penalties will be applied for non-compliance with these SLAs.



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### 5.2 Service Level Guarantee

Downtime calculation: Downtime shall be calculated as (Total Time -Down Time) X 100/Total Time. Deduction in payment will be made for downtime in the quarterly bills raised by service provider.

The ISP is required to adhere to the following Quality of Service (QoS) standards.

- a. Port availability – 99.5% calculated on monthly basis.
- b. Committed information rate (CIR) – 100%
- c. Packet Loss: The average packet loss on the internet link should be less than equal to 1%
- d. Round trip latency to the various locations within India should be less than 150 milliseconds and round-trip latency to the various locations across the globe viz. New York, San Jose, London, Japan, Singapore etc shall be less than 320 milliseconds.

#### Internet service unavailability

Bidder should guarantee an uptime of 99.5% on monthly basis. In case uptime falls below the guaranteed level, Authority will impose penalties for Service Failure. If the Quality of Service (QoS) parameters as defined above, is not met for any duration of time, the link shall be deemed to be down for such duration and penalty shall be imposed.

Uptime ( % ) per month for each link	Penalties as % of Monthly Recurring Charges payable to ISP for this service
>=99.5	0
>=98.5 and <99.5	5%
>=97.5 and <98.5	10%
>=96.5 and <97.5	20%
>=95and < 96.5	30%
Below 95%	50%

Packet Loss	Penalties as % of Monthly Recurring Charges payable to ISP for this service
0 or < 1%	0
1 to < 2%, Continuously for two hours or more	1%
2 to < 5%, Continuously for two hours or more.	2%
5 to < 8%, Continuously for two hours or more.	5%
8 to < 10%, Continuously for two hours or more.	8%
More than 10% continuously for two hours or more	10%

## **6 Rebate on the ILL charges above 20Gbps scalable up to 100 Gbps**

Since the requirement for bandwidth is increasing at a rapid rate, the Authority will be placing the upgradation order in granularity of 5 Gbps (Ex; 25 Gbps, 30 Gbps and so on) on primary and secondary ILL providers. Bidders need to provide willingness to the below mentioned rebate rates on per Gbps price (Proportionately calculated based on the offer submitted for 20 Gbps L-1 price)

<b>Bandwidth Slab (Gbps)</b>	<b>Rebate on per Gbps price</b>
20-40	10%
40-60	15%
60-80	20%
80-100	25%

## **7 Project Deliverable and Timelines**

The Supply, Installation, Testing and Commissioning of Internet Leased Line Connectivity and its related works in all locations should be completed within 30 days from the issue of Work Order or letter of intent. Any delay by the Tenderer in providing the services shall render the Tenderer liable to any or all of the sanctions viz. invocation of Bank Guarantee / forfeiture of security deposit, imposition of liquidated damage, Blacklisting etc. If the tenderer fails to deliver any or all of the goods and services or complete the installation / commissioning within the period specified in the purchase/work order, KSITIL shall without prejudice to its other remedies deduct penalty as per penalty clause.

## **8 Payment Terms**

The payment will be made against the invoices raised by Service Provider on a quarterly basis after deducting any SLA penalties if applicable. Service Provider need to submit monthly connectivity performance reports along with invoices. If the invoices are submitted without the connectivity performance report of the respective location, KSITIL will not process the invoice and will not be liable for any inconvenience arising out of it. KSITIL will take best effort to release the payment within 30 days after the receipt of invoices.

## **9 Termination of Contract**

1. The Contract in whole or part can be terminated before the issue of work order at the option of the KSITIL, if the KSITIL for any reason whatsoever does not require the whole or part of the service thereof as specified in the tender to be provided and in the said event the KSITIL shall give notice of the fact with reason to the Tenderer / Bidder, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived from the service of the items in full, but which he did not derive in consequences the whole supply of the items not having

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been carried out, neither shall he have any claim on compensation / damage for the loss suffered by service provider(s) by reason of termination of contract by the KSITIL and of any alterations having been made by the KSITIL in the original specification or the designs and instruction which shall involve any curtailment of the services contemplated.

2. The KSITIL 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. If the link uptime is less than 95% in two consecutive months or 3 months in a financial year, then Authority has the right to cancel the contract without any notice period and the PG shall be forfeited.
4. If the packet loss is more than 10% for more than 2 hours in two consecutive months or 3 months in a financial year, then Authority has the right to cancel the contract without any notice period and the PG shall be forfeited.

## Bid Forms

### Form 1

#### Details of Applicants Operations

#### A. General Information about the Applicant

SL No	Information sought	Details to be furnished
1	<b>Contact Details of the Applicant</b>	
1.1	Name of Organization	
1.2	Address	
1.3	Telephone	
1.4	Email	
1.5	Website	
1.6	Name of key functionary and designation	
1.7	Email of key functionary	
1.8	Mobile No of key functionary	
2	<b>Business Information</b>	
2.1	Registration Number	
2.2	Registration Status of the Organization (Public/Private Ltd Company/)	

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2.3	Year of Establishment	
2.4	Details of Registration (attach the photocopy of the Incorporation Certificate/ registration/Agreement) along with memorandum of association, byelaw etc.	Attached / Not Attached
2.5	Details of board of Directors/Governing Body	Attached / Not Attached
2.6	Self- Declaration for Non- Blacklisting by Sate/UT/Central Govt./PSU	Attached / Not Attached
2.7	PAN No:	
2.8	GST Registration No.	

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**Form 2**

**Undertaking**

We have carefully read the entire set of Tender Documents (Tender no:.....) of KSITIL for the Supply, Installation, Testing and Commissioning of Internet Leased Line Connectivity at KFON NOC and accept all the terms and conditions therein are submitting herewith. We also undertake that there is no conflict of interest as specified in Clause 4.9.5 of Tender document.

We as Service Provider confirm our acceptance for the Terms and conditions in the RFP with Managing Director, KSITIL

We agree to bind by this offer if we are the selected bidder.

For and on behalf of :

Signature :

Name :

Designation with seal :

(Authorized Representative and Signatory of the bidding entity)

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**Annexure 1**

**Self-Declaration - Non-Blacklisting**

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

To

The Managing Director,  
Kerala State IT infrastructure Limited

Sir,

In response to the RFP reference no..... dated..... for selection of .....

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

**Request for Proposal for Internet Leased connectivity at KFON NOC, Info Park, Kochi**

**Annexure 2**

**Installation and Commission Certificate- Template**

{Location, Date}

To: Customer Name & Address

Details of the Service Provided

SI No	Description of Service Provided	Bandwidth	Date of successful Commission

I/We, the undersigned, agrees that the above given Service is successfully commissioned and tested working in good condition.

Authorized Signatory of client

Seal of the Organization



**Request for Proposal for Internet Leased connectivity at KFON NOC, Info Park, Kochi**

**Annexure 3**

**NOC Details**

{Location, Date}

To: Managing Director  
Kerala State IT infrastructure Limited

Dear Sir,

I/We, the undersigned, offers to provide the the Internet Leased Line Connectivity for Kerala Fibre Optic Network Limited during the contract period for KSITIL.

Our NOC Details & Contact Number is as follows.

- 1.
- 2.
- 3.
- 4.
- 5.

Name of the Bidder

Authorized Signatory

Seal of the Organization

**Request for Proposal for Internet Leased connectivity at KFON NOC, Info Park, Kochi**

**Annexure 4**

**After Commissioning service details**

I hereby Mr./Ms. First name ..... Surname: .....

Address: .....

Post code: ..... City: ..... Telephone: .....

E-mail: .....

Notify you of my after-commissioning service details for the Services listed below:

Tender-ID: ..... date:.....

Services to Kerala State IT infrastructure Limited

- 1.
- 2.
- 3.
- 4.

I am aware that.

- I. Installation and Commission of Internet Leased line connectivity link at KFON NOC, Infopark, Kakkanad, Kochi on a 24 x 7 x 365 basis.
- II. The link shall be a dedicated internet bandwidth (1:1 - download/upload).
- III. Provide the facility to monitor and obtain standard reports on the ILL links, Bandwidth utilization (in Mbps, in frames/sec), Errors (Frames/sec), Discarded (frames/sec), Non unicast (frames/sec), Bandwidth availability, packet loss(in%), latency of links etc. through any network monitoring tool.
- IV. Should have unshared and high-quality symmetric bandwidth without any compression factor through Optical Fiber Cable.
- V. Should provide facility to register complaint round the clock (24 x 7 basis) through a dedicated grievance redressal system.
- VI. Should provide Maintenance support service on a 24 x 7 basis.
- VII. Should ensure uptime of 99.5% during a month and round-trip latency to the various locations within India should be less than 150 milliseconds and round-trip latency to the various locations across the globe viz. New York, San Jose, London, Japan, Singapore etc shall be less than 320 milliseconds.

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VIII. The bidder must mandatorily deliver ILL link at KFON NOC with fully redundant OFC network including last mile and must provide 100GE QSFP28 LR4 based connectivity. Bidder must arrange their own 100GE QSFP28 LR4 at their device and KFON will arrange suitable optics at KFON end router.

IX. Should provide 2000 (8 subnets of /24 or 4 subnets of /23 or 2 subnets of /22 public address) in ipv4 with DDoS protection.

X. Successful bidder must support eBGP on IPv4 and IPv6 peering and shall advertise full internet routing table.

XI. The successful Bidder has to provide a toll-free number for lodging complaints for link rectification and issue ticket numbers.

XII. Maintenance and upkeep of all equipment provided by the bidder shall be the responsibility of the bidder only.

XIII. Bidder shall take adequate insurance cover for the equipment provided at the site against theft, fire, damage etc., at its own cost.

XIV. The Bidder shall provide a monitoring URL for proof of the uptime along with bandwidth utilization.

XV. The other equipment which are not mentioned in this tender document and are required for making the internet leased line connectivity live on the network shall be provided by the bidder only and no additional cost shall be borne by the department in this regard.

XVI. During the tenure of the contract, the bidder shall bear all the operational costs associated with internet leased line connectivity which may arise due to various problems.

XVII. The bidder shall comply with all relevant regulatory and licensing requirements for providing leased line connectivity services.

XVIII. The selected bidder must adhere to Service Level Agreements (SLAs) that specify expected network uptime, latency, and packet loss. Penalties will be applied for non-compliance with these SLAs.

Signed in: .....

on: .....

CUSTOMER SIGNATURE: .....

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**Annexure 5**

**Technical Compliance Sheet**

Sl No	Requirements	Compliance (Yes/No)	Remarks
1	Installation and Commission of Internet Leased line connectivity link at KFON NOC, Infopark, Kakkanad, Kochi on a 24 x 7 x 365 basis.		
2	The link shall be a dedicated internet bandwidth (1:1 - download/upload).		
3	Provide the facility to monitor and obtain standard reports on the ILL links, Bandwidth utilization (in Mbps, in frames/sec), Errors (Frames/sec), Discarded (frames/sec), Non unicast (frames/sec), Bandwidth availability, packet loss(in%), latency of links etc. through any network monitoring tool.		
4	Should have unshared and high-quality symmetric bandwidth without any compression factor through Optical Fiber Cable.		
5	Should provide facility to register complaint round the clock (24 x 7 basis) through a dedicated grievance redressal system.		
6	Should provide Maintenance support service on a 24 x 7 basis.		
7	Should ensure uptime of 99.5% during a month and round-trip latency to the various locations within India should be less than 150 milliseconds and round-trip latency to the various locations across the globe viz. New York, San Jose, London, Japan, Singapore etc shall be less than 320 milliseconds.		
8	The bidder must mandatorily deliver ILL link at KFON NOC with fully redundant OFC network including last mile and must provide 100GE QSFP28 LR4 based		

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	connectivity. Bidder must arrange their own 100GE QSFP28 LR4 at their device and KFON NOC will arrange suitable optics at KFON end router.		
9	Should provide 2000 (8 subnets of /24 or 4 subnets of /23 or 2 subnets of /22 public address) in ipv4 with DDoS protection.		
10	Successful bidder must support eBGP on IPv4 and IPv6 peering and shall advertise full internet routing table.		
11	The successful Bidder has to provide a toll-free number for lodging complaints for link rectification and issue ticket numbers.		
12	Maintenance and upkeep of all equipment provided by the bidder shall be the responsibility of the bidder only.		
13	Bidder shall take adequate insurance cover for the equipment provided at the site against theft, fire, damage etc., at its own cost.		
14	The ISP should provide a monitoring URL for proof of the uptime along with bandwidth utilization.		
15	The other equipment which are not mentioned in this tender document and are required for making the internet leased line connectivity live on the network shall be provided by the bidder only and no additional cost shall be borne by the department in this regard.		
16	During the tenure of the contract, the ISP should bear all the operational costs associated with internet leased line connectivity which may arise due to various problems.		

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17	The ISP must adhere to Service Level Agreements (SLAs) that specify expected network uptime, latency, and packet loss. Penalties will be applied for non-compliance with these SLAs.		
18	The ISP should comply with all relevant regulatory and licensing requirements for providing leased line connectivity services.		
19	The ISP should have (1:1) unshared & High-quality symmetric bandwidth without any compression factor through Optical Fiber Cable (Test report to be attached).		
20	All the equipment's supplied by the bidder should be capable of handling higher bandwidth in case of Upgradation if required in future. Hence ISP should have adequate bandwidth at the back end to provide the desired bandwidth.		
21	The ISP should have Direct/toll free number to register complaints round the clock (24 x 7), Maintenance support service (24 hours a day and 7 days a week).		
22	The ILL (Internet Leased Line) links should be available in full duplex mode which must be demonstrated to KSITIL Officials.		
23	ISP should have fully resilient and self-healing network architecture, on fibre medium.		
24	The vendor shall provide a separate dedicated fiber connection for the proposed 20 Gbps connectivity to the NOC. The bidder should ensure that the new 20 Gbps connectivity and the existing KFON ILL connectivity to NOC do not share the same last mile route.		

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### Annexure 6

#### Compliance Check list for Bidders

(The documents listed below should be enclosed with page numbers)

SI No	Documents	Page Number	
		From	To
	<b>Document to be enclosed with technical cover</b>		
1	Form 1- General Information about the applicant		
2	Form 2- Undertaking		
3	Constitution/ charter documents/ certificate of incorporation/ Registration under which Service Provider has been established / incorporated		
4	Details/Profile of Board of Directors		
5	Self-Declaration Non-Black listing to be submitted on Non Judicial stamp paper with the signature of authorized signatory of service provider attested by Notary Public		
6	Certificate of the Chartered Accountant stating Annual turnover for Three years		
7	Copy of GST registration, Copy of PAN.		
8	Bidders experience in providing Internet Leased Line Connectivity for minimum 200 Gbps ILL/ Peering connectivity out of which one connectivity should be of at least 20 Gbps capacity.		
9	Service Support details as per Annexure -3		
10	Technical Compliance Statement as per Annexure -5		
11	BANK GUARANTEE as per Annexure - 7		

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**Annexure 7**

**MODEL PERFORMANCE GUARANTEE FORMAT FOR FURNISHING PERFORMANCE  
GUARANTEE DEPOSIT**

**GUARANTEE BOND PRESCRIBED BY THE KERALA STATE IT INFRASTRUCTURE LIMITED**

(To be used by Nationalized and Scheduled Commercial Banks)

From

Bank (Name and full Address details): .....

To

Managing Director [Address]

Dear Sir,

1. Whereas you \_\_\_\_\_ (the "PURCHASER") have entered a contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "said Contract") with M/s \_\_\_\_\_ (hereinafter referred to as the "SELLER") for supply of goods as defined in the said Contract and whereas the SELLER has undertaken to produce a bank guarantee for \_\_\_\_\_ % of total contract 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 of 60 months as specified in the contract i.e. up to \_\_\_\_\_ (expiry date).
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.



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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.