



# RAIPUR MUNICIPAL CORPORATION

New Head Office Building, White House, Gandhi Chowk,  
Raipur (C.G.) - 492001

Telefax: 0771 – 2227395. E-mail: dc\_rmc@rediffmail.com

NIT NO: 4.74./Data Center/RMC/2021

Raipur, Date: 12/01/2021

## Tender Notice (1<sup>st</sup> Call)

Municipal Corporation Raipur, invites sealed tender offers (Technical bid and Commercial bid) from eligible reputed firms for Supply, Installation and maintenance of 1:1 Dedicated Unshared Internet Leased Line (ILL) Bandwidth requirements over Fiber at at 4<sup>th</sup> Floor, Room No. 501, Data Center in Head Office Building RMC.

1. Bid Fee (Non-refundable)	<ul style="list-style-type: none"><li>Rs. 750.00 (<del>Seven Hundred Fifty</del>) in the form of Demand Draft, in favor of The Commissioner, Municipal Corporation, Raipur (C.G.) of any nationalized / scheduled banks.</li></ul>
2. EMD	<ul style="list-style-type: none"><li>EMD of Rs. 6,500.00 (Rupees Six Thousand Five Hundred Only) in the form of DD/FDR of any nationalized / scheduled banks</li></ul>
3. Bid Start Date	<ul style="list-style-type: none"><li>12-01-2021</li></ul>
4. Physical Submission	<ul style="list-style-type: none"><li>02-02-2021 at 17:30</li></ul>
5. Tender Document Availability	<ul style="list-style-type: none"><li><a href="http://www.nagarnigamraipur.nic.in">www.nagarnigamraipur.nic.in</a></li></ul>

The right to accept/reject any or all bid(s) received is reserved without assigning any reason thereof.

Executive Engineer  
Municipal Corporation  
Raipur (C.G)

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# Municipal Corporation Raipur (C.G.)

Near Gandhi Chowk, New Head Office Building, Raipur

E-Mail : [dc\\_rmc@rediffmail.com](mailto:dc_rmc@rediffmail.com), Phone – 0771-2535780, 90 (O) 0771-2227395 (Fax)

Website: <http://nagarnigamraipur.nic.in>.



## Tender Document *For* Internet Leased Line Bandwidth

<b>Tender Reference Number</b>	<b>Ref. No. 474/DC/RMC/2021</b>
<b>Date of Issue of Tender</b>	<b>12<sup>th</sup> Jan. 2021</b>
<b>Due Date / Last Date for Submission</b>	<b>2<sup>nd</sup> Feb. 2021</b>
<b>Name &amp; Address of Tenderer</b>	Executive Engineer, i/o Data Center, Municipal Corporation, Raipur (C.G.)

## **INVITATION FOR TENDER OFFERS / RFP**

Municipal Corporation Raipur, invites sealed tender offers (Technical bid and Commercial bid) from eligible reputed firms for Supply, Installation and maintenance of 1:1 Dedicated Unshared Internet Leased Line (ILL) Bandwidth requirements over Fiber at at 4<sup>th</sup> Floor, Room No. 501, Data Center in Head Office Building RMC.

<b>Bid collection and submission details:</b>	
Tender reference Number	<b>Ref. No. 474/DC/RMC/2021</b>
Last date and time for receipt of tender offers	<b>2<sup>nd</sup> Feb. 2021</b>
Date of opening of EMD Document & Technical bid	<b>3<sup>rd</sup> Feb. 2021</b> at 11:00 Hrs
Date and time for opening of Commercial bids	<b>To be intimated later</b>
Offer Validity Period	Tender should remain valid for 120 days.
Tender Document Fees	Rs. 750/- (Rupees Seven Hundred Fifty Only) by DD in favour of 'Commissioner, Municipal Corporatgion, Raipur', payable at Raipur (C.G.)
Earnest Money Deposit	<b>Rs. 6,500/- (Rupees Six Thousand Five Hundred only)</b> by DD/FDR in favour of 'Commissioner, Municipal Corporatgion, Raipur', payable at Raipur (C.G.)
Address for communication	4 <sup>th</sup> Floor, Room No. 501, Data Center, Municipal Corporation, Raipur(C.G.)
Phone Number	9301953216
e-Mail	<a href="mailto:dc_rmc@rediffmail.com">dc_rmc@rediffmail.com</a>

## **CURRENT INFRASTRUCTURE**

Municipal Corporation, Raipur (Head Office) is **currently having a Primary** Internet Leased Line (ILL) Bandwidth **connectivity** The details of the Internet Leased Line (ILL) Bandwidth **connectivity are as tabulated below;**

S. No.	LL Service Provider	BANDWIDTH
		RMC HO
1	<b>Primary</b>	<b>10 MBPs (1:1</b> dedicated wired Internet Leased Line with last mile connectivity over Fibre.

## **A PROJECT SCOPE**

Supply, Installation and maintenance of 1:1 Dedicated Unshared & Uncompressed Internet Leased Bandwidth Requirements over Fiber:

<b>Sr. No</b>	<b>Description</b>	<b>Specifications and requirements</b>
1	Primary Internet Leased Line <b>50 Mbps</b> (Uncompressed and Unshared 1:1 dedicated wired Internet Leased Line with Last mile connectivity on Fiber along with DDoS Detection & Mitigation Services)	Single Installation at RMC Data Center, Municipal Corporation, Raipur(C.G.)

### **INSTALLATION REQUIREMENTS**

- i. The installation of the Connectivity shall be carried at 4<sup>th</sup> Floor, Room No. 501, Data Center, Municipal Corporation, Raipur (C.G.)
- ii. Any statutory requirement for installation and working of all equipment of the ordered Fiber Connectivity shall be responsibility of the bidder.
- iii. Permission from various authorities may be the sole responsibility of the bidder however facilitation can be done by RMC.

### **SPECIFICATION OF EQUIPMENTS AND SERVICES**

The technical specifications of the equipment specified in **Annexure: A** are the minimum requirements of the Purchaser. The vendors are at liberty to indicate higher specifications than the minimum levels EXCEPT THE BANDWIDTH. The Purchaser reserves the right to place orders at the higher specifications offered by the vendors.

### **MAINTENANCE AND SUPPORT**

- i. The vendors shall furnish the details of their local centres to support and shall deploy only trained service personnel to resolve the issues which may arise. Maximum time to repair (resolve & recover) a reported break down should be **Four hours**. Time for this purpose shall be measured as interval between the time of reporting the problem and the time when the problem is fully solved making the faulty components/functions fully operational.
- ii. Vendor and OEM support strategy should have a 24 X 7 support. Support from vendor (and OEM if applicable) should be on site whenever a faulty part is to be replaced, the replacement should be a new part with the matching OEM part number to the replaced part.
- iii. RMC shall not be responsible for damage to the systems due to external circumstances such as earthquakes, floods, fires, riots etc.
- iv. Vendor shall ensure a visit to RMC, of a person of designation of Area Manager on monthly basis. During the implementation stage, vendor shall depute engineers for attending to the complaints related to the hardware and software/firmware components.
- v. Even if the goods are shifted to any other location of RMC during the warranty period, the warranty should continue.

### **UPTIME GUARANTEE**

Vendor shall have to guarantee continuous uninterrupted internet line availability along with all the equipment supplied by them and should achieve minimum 99.5 % uptime across 24 X 7 calculated on monthly basis.

### **SPARES**

Vendor shall maintain the sufficient Spares for maintaining required uptime guarantee.

## **B INSTRUCTIONS TO TENDERERS**

### **DEFINITIONS:**

In this Contract, the following terms shall be interpreted as indicated below:

- i. 'Vendor or Contractor or Service Provider' shall mean the successful bidder to whom the contract has been awarded and with whom the Tendering Authority signs the contract for rendering of goods and services.
- ii. 'Contract' means the agreement entered into between the Tendering Authority and the Vendor, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
- iii. 'Bidder' means any firm having proper legal Agreement between the parties with the lead firm taking the full responsibility of managing the project as required in the tender. The word 'Bidder' when used in the pre award period shall be synonymous with 'Vendor' which shall be used after award of the contract.
- iv. 'The Contract Price' means the price payable/receivable to the Successful Bidder under the Contract for the full and proper performance of its contractual obligations;
- v. 'The Goods' means all the all the material/ services, which the Vendor is required to supply to the Tendering Authority under the Contract;
- vi. 'Services' means services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services and other obligations of the Vendor covered under the Contract;
- vii. 'Day' means a working day.
- viii. 'Tendering Authority' means Commissioner, Municipal Corporation, Raipur.

### **SPECIFICATIONS**

The technical specifications are the minimum requirements of the purchaser. The Tenderer is at liberty to indicate higher specifications than the minimum level. The purchaser reserves the right to place order at the higher specifications offered by the Tenderer.

### **NON TRANSFERABLE TENDER**

Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the RMC.

### **QUALIFICATION CRITERION**

1. The Tender is being invited for providing wired Internet Lease Line on fiber for RMC Head Office. **M/s Foxtel Telecommunications Pvt. Ltd.**, being the **existing Internet Supply Provider** (ISP) of Internet Leased Line Connectivity of 10 Mbps at 4<sup>th</sup> Floor, Room No. 501, Data Center, Municipal Corporation, Raipur (C.G.) **shall also be eligible for participating in the present Tendering Process.**
2. The bidder may be a Government Organization / PSU / PSE / partnership firm or a limited Company under Indian Laws.
3. The bidder should have acquired valid Unified Access Services License and have established Fiber network across India and operational from last 5 (Five) years.
4. The Bidder should have own access network for providing last mile (local loop) connectivity.
5. The Bidder must have to provide dual connectivity, Primary connection on Fiber and the Secondary connection on RF.
6. The Bidder should have executed similar project for bandwidth provisioning in Government or Private Sector.

7. Should be in Core ISP business providing DDOS detection and mitigation services at least for a period of last three years.
8. Should be registered with TRAI for providing Internet Bandwidth Service in India
9. The ISP should have Call Centre and Telephonic Support. The same shall be extended to RMC for resolving minor issues and registration of faults / complaints.
10. Bidder should have a valid Class A or B ISP License of Chhattisgarh.
11. The bidder must have capability to provide 100 percent backup through alternate submarine route in case of cut/failure of primary submarine cable. Documentary proof must be enclosed in this regard.

### **COMPLETENESS OF TENDER OFFER**

The Tenderer is expected to examine all instructions, forms, terms, conditions and specifications in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Tenderer's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected outright without any intimation to the Tenderer if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Performa in the tender are not fully furnished.

### **SUBMISSION OF TENDER OFFERS / PROPOSALS**

#### **a) Physical Submission**

Physical submission of Technical and Financial bid must be submitted to the Purchaser at the address: 4<sup>th</sup> Floor, Room No. 501, Data Center, Municipal Corporation, Raipur (C.G.) - 492001 by the date and time specified in the Tender by Registered/Speed post only. Any submission after the specified deadline will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

#### **b) Late Submission**

- i. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- ii. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- iii. The Purchaser shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- iv. The Purchaser reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

### **EARNEST MONEY DEPOSIT (EMD)**

Subject to compliance of Response Submission Process the intending bidders should pay along with bids an Earnest Money Deposit of **Rs. 6,500/- (Rupees Six Thousand Five Hundred only)**. The EMD shall be paid by DD/ FDR in favour of 'Commissioner, Municipal Corporation, Raipur', payable at Raipur (C.G.).

#### **The EMD submitted by the bidder will be forfeited if:**

- The bidder withdraws his tender before processing of the same.
- The bidder withdraws his tender after processing but before acceptance of 'Letter of appointment' issued by RMC.
- The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.

**The EMD will be refunded to:**

- The successful bidder, 3 months after successful installation, commissioning and testing of Goods and services.
- The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee for 10% of the contract value.
- The unsuccessful bidders, only after acceptance of the 'Letter of Appointment' by the selected bidder.

**PROPOSAL OPENING**

- a) The sealed cover containing EMD only will be opened by Purchaser.
- b) Technical Proposals of only those bidders, whose EMD instrument is found to be in order, will be opened afterwards in the same bid opening session.
- c) Financial bids of only those bidders, whose bids are found qualified, will be opened subsequently for further evaluation.
- d) Only one authorized representative of each of the bidder would be permitted to be present at the time of aforementioned opening of the bids.

**PRELIMINARY SCRUTINY**

- Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each offer to the tender document. For purpose to these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Tender Document without material deviations. The purchaser's determination of an offer's responsiveness is to be based on the contents of the Tender Offer itself without recourse to extrinsic evidence.
- The Purchaser will scrutinize the offer to determine whether the offer is complete, whether required technical documentation have been furnished, whether the documents have been properly signed, and whether the offer is in order.
- A tender offer determined as not substantially responsive will be rejected by the purchaser and the commercial bid for such Tenderer will not be opened.
- The Purchaser may waive any minor infirmity or irregularity in a Tender offer, which does not constitute a material deviation. This shall be binding on all Tenderers and the Purchaser reserves the right of such waivers.

**CLARIFICATION OF OFFER**

To assist in the scrutiny, evaluation and comparison of offer, the Purchaser may, at its discretion, ask some or all Tenderers for technical clarification of their offer. The request for such clarification and the response shall be in writing. To speed up the response process, the Purchaser, at its discretion, may ask for any technical clarification to be submitted by means of facsimile by the Tenderer. In such cases, original copy of the document describing the technical clarification must be sent to the Purchaser by means of courier / in person.

**SHORT LISTING OF TENDERERS**

The Purchaser will short list technically qualifying Tenderers and Commercial offers of only these Tenderers will be opened.

**COMPLETION OF COMPLIANCE OF TENDER CONDITIONS AND STIPULATIONS AND PRICE COMPARISON**

- The Purchaser will evaluate the commercial offers of Tenderers previously short- listed and determined to be substantially responsive.

- After opening of the commercial offers of the short-listed Tenderers, if there is a discrepancy between words and figures, the amount indicated in words will prevail.

### **AWARD CRITERIA**

Contract will be awarded to the Tenderer whose commercial offer has been determined to be lowest evaluated offer with the right of RMC to negotiate still for a better price. Contract may be awarded even if only one bidder qualifies technical/commercial offer. However, RMC reserves the right to take appropriate decisions in such case and shall not be binding on the RMC to award the contract. Contract will be awarded for **3 (Three) years / 36 (Thirty Six) Months on Annual Renewal Basis** subject to **Satisfactory Performance**.

### **RIGHT TO ALTER ITEMS**

- The Purchaser reserves the right to delete items from the schedule of requirements specified in the tender. The Purchaser also reserves the right to alter the quantity.
- The purchaser reserves the right to vary specifications.

### **NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER**

- RMC shall be under no obligation to accept the lowest or any other offer, including those received late or incomplete offers, without assigning any reason whatsoever.
- RMC reserves the right to make any changes in the terms and conditions of the tender.
- RMC will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

### **CORRUPT AND FRAUDENT PRACTICES**

The Purchaser will reject a proposal for award if it determines that Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

### **SIGNING OF CONTRACT AGREEMENT**

Within seven days of receipt of Purchase order, the successful Tenderer shall sign and date the contract and return it to the Purchaser.



## **C) TERMS AND CONDITIONS OF CONTRACT**

### **1. PAYMENT TERMS**

- Payment for Fixed (One Time) Charges will be made by the Competent Authority after successful Installation, Testing, Commissioning of the System and Acceptance by the Tendering Authority.
- Payments for the Recurring Charges will be made by the competent authority on quarterly basis against the consolidated Bill raised to the Competent Authority only after the completion of each quarter subject to satisfactory performance as per committed SLA. It will be the responsibility of the supplier to provide reports of Bandwidth usage and traffic to demonstrate that the SLA is being met.
- Payment of taxes and other applicable Government levies will be made according to the rules and regulations as existing on the date of the payment.
- In case there is price reduction in service components during the contract period then the vendor (ISP) will pass on all such benefits to RMC.

### **2. LIQUIDATED DAMAGES**

For any delay in Installation and Commissioning, the RMC will charge penalty of 0.5% of the order value/week or part thereof, subject to the cost not exceeding 10% of the total cost.

### **3. PERFORMANCE GUARANTEE & CONTRACT PERIOD**

- Performance Bank Guarantee (PBG) of 10 % of the contract value valid for contract period plus 3 months claim period shall be submitted within 7 days from acceptance of the purchase order.
- The contract period shall be for **3 (Three) years / 36 (Thirty Six) Months on Annual Renewal Basis** subject to **Satisfactory Performance** from the date of Commissioning of the Internet Services

### **4. WARRANTY AND ANNUAL MAINTENANCE CONTRACT (AMC)**

- The Internet with related equipment and communication links installed by the vendor shall have a comprehensive onsite warranty for the entire period of the Service Contract after the successful commissioning and acceptance.
- The bidder shall ensure an uptime of 99.5% for the entire duration.
- ISP will ensure maintaining services from the nearest service center which should be well equipped with service engineers and sufficient spares. The vendor will do preventive maintenance once a month for upkeep of the system.

### **5. TIME FRAME**

Project is to be completed within 30 days (one month) in all respects i.e. deliveries and all kind of installations, testing and commissioning. Liquidated Damages at the rates referred in this document shall be imposed in case of any delays due to any reason whatsoever.

### **6. EXECUTION OF SLA / NDA**

The vender should execute:

- A Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and as maybe prescribed by the RMC and Non-Disclosure Agreement (NDA). The vendor should execute the SLA and NDA within 15 days from the date of acceptance of Letter of Appointment.

## **7. OPERATIONAL TRAINING**

- A comprehensive Training Plan is to be submitted along with the Technical Proposal.
- Bid price shall include training on the system for the RMC staff who will be the end users of the system.
- The training will be as per the satisfaction of the client / end user.

## **8. CANCELLATION OF CONTRACT AND COMPENSATION (EXIT CLAUSE)**

The RMC reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the RMC on the following circumstances:

- The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- The bidder goes into liquidation voluntarily or otherwise.
- The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- If, after the award of the contract, the selected bidder does not perform satisfactorily or delays execution of the contract, the RMC reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the RMC may have to incur to carry out bidding process for the execution of the balance of the contract.
- The RMC reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.
- The purchaser shall be entitled and it shall be lawful on his part to forfeit the amount of Performance Bank Guarantee in whole or in part in the event of any default, failure or neglect on part of the contractor in fulfilment or performance of the contract under reference in all respects satisfaction of the purchaser. The purchaser shall be entitled to deduct from the amount of Performance Bank Guarantee any loss or damage which the purchaser may suffer or be put by any reason of or due to any act or other default recoverable by the purchaser from the contract. The losses recoverable by the purchaser from the Performance Bank Guarantee shall include all losses incurred by the purchaser during the warranty period on account of failure of equipment or delay in attending the equipment by the contractor during the warranty period as per stipulations of the contract.
- The Performance Bank Guarantee will be returned to the contractor without any interest on performance and completion of the contract which shall include installation, commissioning of complete equipment to be supplied under the contract and fulfilment of warranty obligations for the complete terms of the contract.

## **9. ASSIGNMENT**

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the RMC.

## **10. SUBCONTRACTING**

The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the RMC.

## **11. RESOLUTION OF DISPUTE BY ARBITRATION / COURT OF LAW**

All disputes relating to this contract or claims arising out of or relating to this contract or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this contract shall be referred to the Arbitrator who shall be appointed with mutual consent of both the parties. The arbitrator shall be appointed within a period of 60 days from date of receipt of written notice/demand of appointment of arbitrator from either party.

- a) The decision of sole arbitrator shall be binding on both the parties. The cost of arbitration shall be borne by respective parties equally. The venue of such arbitration shall be Raipur (C.G.)
- b) The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 (as amended from time to time including provisions in force at the time when the reference is made).

Even then, if some dispute still remains to be resolved, in that case, the dispute shall be adjudicated before the Court of Law at Raipur (C.G.).

## **12. NO LEGAL RELATIONSHIP**

No binding legal relationship will exist between any of the Recipients /Respondents and RMC until execution of a contractual agreement.

## **13. DISQUALIFICATION**

Any non-confirmation to above tender details can be treated as disqualification. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

## **14. RENEWAL OF CONTRACT**

After expiry of the Contract Period of Three (3) years, the contract may be renewed, with mutual consent for a further period of Three (3) years either at the 3<sup>rd</sup> year rate for the present contract or prevailing market rate, whichever is financially beneficial to RMC.

## **D) SCOPE OF WORK**

The detailed Scope of Work involves:

- a. Router Configuration/Specification as per **ANNEXURE-B**
- b. Provide **50Mbps** (Uncompressed and Unshared 1:1 dedicated wired Internet Leased Line with Last mile connectivity on Fiber along with DDoS Detection & Mitigation Services), bandwidth upgradable on a short notice of 72 hours, without up-gradation of last mile. The requested upgrade will be contracted at least for a minimum period of 15 days. The price bid should reflect the offered rate for incremental bandwidth also. The contracted rate for incremental bandwidth would be valid for entire period of the contract. The Internet (Bandwidth) links have to be commissioned at RMC.
- c. Ring Topology to be used for connectivity.
- d. **Provide a block of 4 Public IP's (IPV-4) to enable RMC to use the same for web servers, mailing solution etc.**
- e. The bidder should furnish Internet Bandwidth Utilization/performance reports on a monthly basis. However, the bidder should also provide interface to RMC for monitoring utilization / performance reports on real time, hourly, daily and weekly basis.
- f. Vendor shall handle 1 GB of DDoS attack and also ensure that DDoS infra itself does not go down and become unavailable to RMC for mitigation without any additional charges to RMC.
- g. Helpdesk support with trouble ticketing and/or toll-free number 24\*7\*365
- h. User login for:
  - Fault management system (preferred. If not toll free number is mandatory)
  - Report generation: Real time, Hourly, Daily, Weekly and monthly
  - Bandwidth utilization report
  - Uptime report
- i. Dedicated Account Management Team: Single point of contract for service requirement such as ordering, implementation, operations and billing

### **Service Level Agreement**

This SLA describes the Service Levels applicable. Non-achievement of a Service Level may attract penalties, as set out in this SLA. The bidder shall sign SLA with RMC incorporating following parameters:

- a. Working days: Seven days a week (Monday to Sunday)
- b. Throughput: 100% non-blocking [symmetric]
- c. Latency: <250ms
- d. Packet Loss/Drop: <1.0%
- e. Helpdesk Support (with preferably trouble ticketing/toll free number): 24x7x365
- f. Mean Time to Restore: 4 hours. To be calculated on monthly basis
- g. Performance Reports: Real Time, Hourly, Daily, Weekly and Monthly
- h. Dedicated Account Management Team: Single point of contact for service requirements such as ordering, implementation, operations and billing.

### **SLA: Penalty for delay in commissioning**

The schedule to be given for testing and acceptance and/or delivery and installation at site is to be strictly adhered to, in view of the strict time schedule for implementation of various projects of the RMC as time is essence of the contract. Any unjustified and unacceptable delay in delivery beyond the delivery schedule as per purchase order shall render the vendor liable for liquidated damages and thereafter the RMC holds the option for cancellation of the order of pending supply and procures the same from any other vendor and invoke the security deposit of the vendor. The RMC may deduct

such sum from any moneys in their hands due or to become due to vendor. The payment or deduction of such sums shall not relieve the vendor from his obligations to complete the process of commissioning or from his other obligations and liabilities under the contract and RMC reserve the right to impose penalty as:

Definition	
Service Level Requirement	All the deliverables defined in the contract has to be submitted On-time on the date as mentioned in the contract with no delay.
Penalty for non-achievement of SLA Requirement	0.5% per week of the contract value for the first two weeks, 1.0% of monthly opex value per week for every subsequent week subject to a maximum of 10% post which RMC may invoke annulment of the contract.
Measurement of Service Level Parameter	To be measured in Number of weeks of delay from the timelines mentioned in the section "TIME FRAME"

### **Post Implementation SLA's**

#### **1. Penalty based on uptime report**

		Penalty to imposed on monthly opex bill (proportionate of contract value)
Uptime	>= 99.5%	0% penalty
	>=98% to <99.5%	2% penalty
	>=95% to <98%	5% penalty
	<95%	10% penalty

#### **2. Miscellaneous Clause**

In absence of any report because of which penalty can not be calculated a maximum of 10% penalty to be imposed on the bidder. In case the calculated penalty crosses 10% penalty of the opex value in 2 subsequent months, RMC reserves the right to invoke the termination clause

\* Check Section D Scope of work for the reports and system to be provided for monitoring and generation of reports

3. Working days: Seven days a week (Monday to Sunday)
4. Latency:<250ms
5. Packet Loss/Drop:<1.0%
6. Throughput: 100% non-blocking {Symmetric}

### **ACCEPTANCE TEST PLAN (ATP)**

The acceptance test will be carried out as per mutually agreed Acceptance Test Plan [ATP], which will be finalized after PO is issued. The link(s) will be accepted only after acceptance testing is completed as per the agreed plan and is duly signed/certified by the RMC and the service provider.

Latency:<250ms

Packet Loss/Drop:<1.0%

Throughput: 100% non-blocking {Symmetric}

### **INSURANCE**

As all the delivered hardware will be owned by the Bidder [Service Provider] during the entire period of the contract, the service provider will take insurance for all the network hardware items installed in the premises of RMC duration of the contract period against all risks.

### **IPR INFRINGEMENT**

As part of this project Bidder [Service Provider] will deliver different hardware / software [IOS]. If the use of any such software by / for RMC, infringes the intellectual property rights of any third person, Service provider shall be primarily liable to indemnify RMC to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the conditions the claim relates to Software provided/used by Bidder/Service provider under this project.

### **LIMITATION OF LIABILITIES**

In no event shall either party be liable with respect to its obligations under or arising out of this agreement for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of Bidder / Service Provider, arising at any time shall not exceed the total contract value.

## **D) FORCE MAJEURE**

1. For the purposes of this agreement, Force Majeure means an event which is beyond the reasonable control of a Party and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes but is not limited to war, riots, civil disorder, earthquake, fire , explosion, storm, flood or other adverse conditions, strikes, lockout or other industrial action (except where such strikes, lock out or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
2. Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
3. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder / Bidder's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
4. In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

**ANNEXURE-A**

**Specifications for Technical Offer**

Item No.	Item Name	Particulars	Quoted Specifications	Compliance	Deviation
1.	Type of connectivity	1:1 Dedicated wired Internet Leased fiber Line Uncompressed and unshared. Last mile delivery on fiber.			
2.	Capacity	<b>Internet Leased Line:</b> 50Mbps			
3.	Non shared on exclusive basis	1: 1 Uncompressed and unshared			
4.	uptime	99.5%			
5.	B/w guarantee	99 %			
6.	Packet Loss	<1%			
7.	Latency	250 millisecond on from the respective RMC router to submarine cable teleport in USA/Europe/Asia Pacific during peak traffic hours.			
8.	Latency	Less than 50 millisecond from the respective RMC router to the first hop of the service Provider.			
9.	Period (in years)	Three Years			
10.	Public IP Pool	Minimum 4 IP (IPV-4)Address			
11.	Place of Installation	4 <sup>th</sup> Floor, Room No. 501, Data Center, Municipal Corporation, Raipur(C.G.)			



**Part I: Requirements to be fulfilled**

Sr. No	Features	Specifications/Descriptions	Quoted Specifications	Compliance	Deviation
1.	Last Mile	Last mile connection from the PoP of the service provider to the RMC Hqrs. should be high available and of Fiber.			
2.	Dedicated Symmetric Internet Bandwidth	Dedicated Symmetric Internet bandwidth by peering with local POP of bidder to the RMC Head Office. The bidder must guarantee availability of 1:1 bandwidth on their backbone at RMC Head Office Building from their peering PoP gateway router.			
3.	Delivery	Duration for commissioning of the link after placement of the PO: Within 15 days.			
4.	Increase in Bandwidth	With notice of 72 hours. The rates may be on basis of the accepted bid price or as per the terms and conditions.			
5.	Implementation of Software at client side. (cost of Software)	a. Bandwidth Utilization b. Up time c. Packet loss d. Ping time			
6.	Hardware for Termination	a. CPE Router 1GB Router to be provided by bidder. b. Mux/Modem, and any other hardware required to be provided by ISP. c. Supplied hardware should be included in the services and it will be the property of the ISP only. d. Maintenance of Hardware supplied by ISP will be the responsibility of ISP only.			
7.	Diagram and Charts	a. Networking diagram between client, ISP and Gateway b. Bar chart Indicating the proposed schedule of completion			
8.	Services	Internet Router port at ISP Gateway for required bandwidth			
9.	Configuration	Configure the Hardware (Modem/Router etc.) and software cost of this should be included in the pack			

**ANNEXURE-A (Contd.)**

10.	Installation	Installation and commissioning of the link with appropriate wiring. Cost of this should be included in the package.			
11.	Warranty	Warranty for the contract period.			
12.	DNS Services	The ISP should provide DNS services including reverse Lookups.			
13.	Installed Internet capacity	Installed capacity of at least 1Gbps			
14.	Discount	Discount as applicable to be passed on to RMC			
15.	EMD	Earnest Money Deposit of Rs. <b>6,500/-</b> (Rupees Six Thousand Five Hundred only) in the form of DD/FDR.			
16.	Performance Bank Guarantee (PBG)	Performance Guarantee: 10% of the contract value in the form of Bank Guaranty			
17.	<u>Static IP Addresses</u>	For various operations static IP (IPV-4) addresses are required. The number of static addresses should be 4 at RMC Head Office.			
18.	Feasibility Survey	Feasibility Survey and site visit to RMC offices be done without any charges.			

**Part II: Other Requirements to be fulfilled**

S.No	Features/ Specifications/Descriptions	Quoted Specification	Compliance	Deviation
<b>A</b>	<b>Protection Service Requirements</b>			
1	The solution must be able to detect and mitigate all types of Distributed Denial of Service Attacks (DDoS) attacks, other emerging network attacks. Please specify the methodology and architecture for the is purpose.			
2	The solution must be able to protect all internet protocols used including http, https, dns, smtp, ftp, ipsec.			
3	The solution must be able to detect and mitigate DDoS attacks against applications, website, web forms, email, file transfer or DNS services and other emerging attacks.			
4	End user response times must not be adversely impacted during business-as-usual with business- as-usual response times being maintained.			
5	End user response time shall not be significantly impacted during attack events where the Proposer is mitigating the attack.			
6	The solution must have a demonstrated ability to protect against 1 GB of DDoS data/traffic.			

**ANNEXURE-A (Contd.)**

7	Mitigation of DDoS attacks shall be seamless to the general end-user utilising internet to/from the Customer.			
8	In-depth reporting and online user portal including usage, attacks, and protection must be available to customer IT Personnel. Please provide sample reporting.			
9	Regular testing of service and baselining shall be undertaken in conjunction with the Customer at least annually to validate the operation of DDoS mitigation services.			
10	Solution should provide protection against different types of attacks including following: <ul style="list-style-type: none"> <li>• TCP SYN Flood</li> <li>• Spoofed TCP-SYN flood</li> <li>• SYN/ACK Reflection Flood</li> <li>• TCP ACK flood</li> <li>• Smurf attack</li> <li>• Ping flood</li> <li>• ping of death</li> <li>• ICMP Echo request flood</li> <li>• Teardrop attack</li> <li>• low rate denial of service attack</li> <li>• Mydoom</li> <li>• UDP Flood</li> <li>• Nuke</li> <li>• HTTP/HTTPS flood attack</li> <li>• DNS amplification attack</li> <li>• IP fragmented attack etc.</li> </ul> And any other type of DDOS attacks.			
11	Real time attack / threat detection of emerging internet based cyber attacks and mitigation of the same by taking corrective action in co-ordination with RMC officials.			
12	All similar attacks			
<b>B</b>	<b>DDoS mitigation should include the below features</b>			
1	Statistical anomaly based attack detection – Vendor’s solution should use past traffic pattern to differentiate between legitimate and malicious traffic. Legitimate users should not get affected during attack mitigation. Vendor SHALL explain clearly the false positive and false negative rates and how false positive/negative can be avoided in the proposed solution.			
2	Vendor’s solution should automatically learn and adapt to changes in customer’s traffic profile. The solution should identify attacks based on recent customer traffic profile and not based on static customer profile.			
3	Vendor’s solution should have ability to block IP’s from known or suspected geographical locations.			
4	The proposed solution shall have the capacity to handle 1 GB of DDOS attack traffic.			
5	The proposed solution SHALL have the capability to generate ALERT and log DDoS attack that has been detected for future reference. Vendor SHALL also notify Customer in a timely manner when DDoS attack against Customer network has been detected in their system.			
6	Vendor SHALL ensure that the proposed solution is fully redundant, diversified and there should be no single point of failure. In case of any failure, the infrastructure SHALL failover to alternative PATH or redundant parts resume automatically.			

**ANNEXURE-A (Contd.)**

7	Vendor shall provide customer with 24*7*365 access ( except during excluded Events) to the customer			
8	<b>Vendor Shall provide for user id and password to access the internet service</b>			
9	Vendor shall have DDOS Detection Infrastructure in High Availability			
10	Vendor shall have an experience of 2 years			
11	Vendor shall have ability for infra to handle any size of attacks to ensure that DDoS infra itself does not go down and become unavailable to customer for mitigation			
12	ISP should provide full routing table ( Domestic and International traffic )			
13	ISP should provide Managed security services of vulnerability assessment and Penetration testing for web/application servers			
14	Any other features other than above (please specify).			
<b>C</b>	<b>Service Level Requirements</b>			
1	There must be 24 hour x 7 days week x 365/366 days per year provision of service.			
2	There shall be a service level of a maximum 15 minutes response to any calls for DDoS Protection services with an expected protection time of not more than 60 minutes or less. Please specify.			
3	There shall be continuous protection from the time the protection services are instigated, constituting the whole time encompassing the DDoS attack on the internet connectivity.			

**ANNEXURE-B**

**1GB Router Specification**

<b>WAN ports</b>	2 RJ-45 Gigabit Ethernet
<b>LAN ports</b>	4 RJ-45 Gigabit Ethernet(LAN 1, 2, 3, 4 and LAN 9, 10, 11, 12 are PoE 802.3at, max 30W per port up to 120W total)
<b>Console/serial</b>	1 RJ-45 port for future use. Port is disabled
<b>USB</b>	2 for external 3G/4G modem or flash drive (USB-3, USB-2)
<b>CPU</b>	ARM-based architecture, dual core, hardware flow engine 900 Mhz
<b>RAM</b>	1 GB DDR3
<b>Flash</b>	256 MB

Executive Engineer  
Municipal Corporation,  
Raipur (C.G.)

<b>ANNEXURE-C</b>	
<b>SELF-DECLARATION(NOTARIZED AFFIDAVIT)</b>	
Ref.....	Date: -
To,	
<b>Commissioner,</b>	
Municipal Corporation	
Raipur (C.G.) - 492001	
In response to the tender No.....Dated..... as a owner/partner / Director of ..... I / We hereby declare that our Agency ..... is having unblemished past record and was not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time.	
I/ We M/s (Name of the Company) are not blacklisted in any Department of Government of India or any State Government.	
I/We further undertake that our partner M/s (Name of Vendor) having office are also not blacklisted in any Department of Government of India or any State Government.	
I/We hereby declare that there are no pending cases against M/s (Name & Address of Bidder) with Department of Government of India or any State Government or any other court of law.	
I/We hereby declare that Bidder's company or Director/Owner of the company have not been declared by any Court or Competent Authorities insolvent or involved in any fraudulent mean (Economical & Criminal) as on the date of Notification of Tender.	
Name of the Bidder: -	
Signature: -	
Seal of the Organization: -	