



Request for Proposal (RFP)

for

**Supply, Installation & Commissioning of MPLS Network at various
locations of NABARD for Video Conferencing**

National Bank for Agriculture and Rural Development (NABARD)

Head Office, GAD, Ground Floor
'A' Wing, Bandra Kurla Complex
Bandra (E), Mumbai 400 051

NAME OF THE PROJECT: *Supply, Installation & Commissioning of MPLS Network at various locations of NABARD for Video Conferencing*

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1. Invitation for Tender Offers

NABARD invites sealed tender offers (Technical bid and Commercial bid) from eligible, reputed Service Providers for **Supply, Installation & Commissioning of MPLS Network at various locations of NABARD** as specified in Annexure VIII. The period of contract will be minimum three years. A complete set of tender documents may be purchased by eligible bidder upon payment of a non-refundable fee of Rs. 5000/- (Rs. Five Thousand only) by demand draft / bankers Cheque in favour of NABARD and payable at Mumbai.

| | |
|---|--|
| Price of Tender Document | Rs. 5000/- (Rupees Five Thousand only) |
| Date of Sale of Tender Document | at 1000 hrs on 18 June 2009 |
| Pre-Bid meeting with Bidders | at 1130 hrs on 10 July 2009 |
| Last Date and Time for receipts of tender offers | up to 1600 hrs on 15 July 2009 |
| Date & Time of opening the Technical Bids | at 1500 hrs on 16 July 2009 |

Earnest Money Deposit must accompany all tender offers as specified in this tender document. EMD amount/Bank Guarantee in lieu of the same should not be mixed with Technical/Commercial bid. It should be in a separate cover to be handed over to the department. Tender offers will be opened in the presence of the bidder representatives who choose to attend the opening of tender on the above-specified date, time and place. Technical Specifications, Terms and Conditions and various formats and Proforma for submitting the tender offer are described in the tender document and its Annexures.

2. Instructions to Bidders

2.1 Two Bid System

Tender

Two separate Bids, one Technical Bid & the other Commercial Bid must be submitted at the same time, in **two separate sealed envelopes**, giving full particulars at the Bank's address given below, on or before the schedule given above. Both the envelopes, sealed and stamped securely, must be deposited in the **Drop Box kept at the following address** :

The Chief General Manager
NABARD, GAD, Head Office
Ground Floor, 'E' Wing, Plot No. 24, 'G' Block
Bandra-Kurla Complex, Bandra (E)
Mumbai 400051.

Both the envelopes must be superscribed with the following information:

- "Bid for MPLS Connectivity at 34 locations of NABARD"
- Type of Offer (Technical or Commercial)
- Due Date
- Name of Bidder

Alternatively, the tender responses can be handed over to any of the following officers :

(i). Shri P C Mishra, GM, NABARD, HO, GAD, Ground Floor 'B' Wing Ph : 022-26539042

(ii). Shri T Radhakrishnan, DGM, NABARD, HO, GAD, Ground Floor 'E' Wing Ph : 022-26539639

(iii). Shri Somesh K Majumdar, Manager, NABARD, HO, GAD, Ground Floor 'B' Wing Ph : 022-26539053

All Formats and Annexures should be stamped and signed by an authorized official of the bidder's company. The bidder should also submit copy of the RFP duly stamped and signed on each page by the authorized official of the bidder's company.

ENVELOPE-I (TECHNICAL BID):

The TECHNICAL BID should be complete in all respects and contain all information asked for, *except prices*. The TECHNICAL BID should include all items asked for in *Annexure II*. The TECHNICAL BID *should not contain any price information*. The TECHNICAL BID should be complete to indicate that all products and services asked

for are quoted and should give all required information. *A copy of the Commercial Bid duly masking the prices should be submitted along with the Technical Bid.*

ENVELOPE-II (Commercial bid):

The Commercial bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner. A copy of the Commercial Bid duly masking the prices is to be submitted along with the Technical Bid.

The prices quoted in the commercial bid should be without any conditions. The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the RFP either with the technical or commercial bids submitted. If the price of any item is not quoted, then it will be considered that, the vendor will supply the item at zero price. These two envelopes containing the Technical bids and Commercial bids should be separately submitted. Please note that if any envelope is found to contain both technical and commercial bid, then that offer will be rejected outrightly.

2.2 Qualification Criteria

The bidders, who fulfill all the qualifications mentioned in “qualification criteria” of the tender, will only be eligible for further process i.e. technical evaluation.

2.3 Terms and Conditions

Terms and conditions for bidders who participate in the tender are specified in the section called “Terms and Conditions”. These terms and conditions will be binding on all the bidders. These terms and conditions will also form a part of the purchase order, to be issued to the successful bidder(s) on the outcome of the tender process.

2.4 Non-transferability of Tender

This tender document is not transferable. Only the bidder, who has purchased this tender form, is entitled to quote.

2.5 Soft Copy of Tender document

The soft copy of the tender document will be made available on NABARD's website www.nabard.org. However NABARD shall not be held responsible in any way, for any errors / omissions / mistakes in the downloaded copy. The bidder is advised to check the contents of the downloaded copy for correctness against the printed copy of the tender document. The printed copy of the tender document shall be treated as correct and final, in case of any errors in the soft copy. The bidders, who are submitting the bid by downloading from the NABARD's website, will have to pay the non-refundable fee of Rs. 5000/- (Rupees Five Thousand only) by way of a demand draft / bankers' cheque in favour of NABARD payable at Mumbai while submitting the bid.

2.6 Offer validity Period

The offer shall be valid for a period of six months from the date of opening of Commercial bid.

2.7 Address for Communication

Offers should be addressed to the following office at the address given below:

The Chief General Manager
NABARD, GAD, Head Office
Ground Floor, Plot No. 24, 'G' Block
Bandra-Kurla Complex, Bandra (E)
Mumbai 400051.

Email : gad@nabard.org.

2.8 Pre-Bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, NABARD intends to hold a Pre-Bid meeting on the date and time as indicated in the RFP. The queries of all the bidders, in writing, should reach by e-mail or by post on or before 06 July 2009 on the address as mentioned above. It may be noted that no

queries of any bidder shall be entertained received after the Pre-Bid meeting. Clarifications on queries will be given in the Pre-Bid meeting. Only the authorized representatives of the bidders, who have purchased the RFP, will be allowed to attend the Pre-Bid meeting.

2.9 Opening of Offers by NABARD

Tender offers received within the prescribed closing date and time will be opened in the presence of bidders' representatives who choose to attend the opening of the tender on the specified date and time as mentioned earlier in the tender document. The bidder's representatives present shall sign a register of attendance and minutes provided they have been authorized by their respective companies to do so. A copy of the authorization letter should be brought for verification.

2.10 Scrutiny of Offers

Scrutiny of Bids will be in three stages as under:

a) Eligibility Criteria : NABARD will first scrutinize the eligibility of the bidders as per "qualification criteria" of the RFP based on the documents submitted. The offers of the bidders who fulfill the above eligibility criteria will be taken up for further scrutiny i.e. technical evaluation. The decision of NABARD in this regard is final and no further correspondence in this regard will be entertained.

b) Technical evaluation : NABARD will scrutinize the offers and will determine whether the technical specifications along with documents have been furnished as per RFP and whether items are quoted as per Annexure II. The technical evaluation will be done on the basis of the information provided in the "Bidder's Information" format along with supporting documents. The bidder will have to give presentation on the following points as a part of the technical evaluation.

- i. Implementation Methodology
- ii. Implementation Period
- iii. Deliverables
- iv. Project plan
- v. Case study of any of the similar project carried out in the past

The bidders who qualify in technical evaluation will only be short listed for commercial evaluation. The decision of NABARD in this regard is final.

c) Commercial Evaluation : NABARD will open and scrutinize the commercial

offers of the technically qualified bidders only. The Commercial bids will have to be submitted in the format as per Annexure–VI. Commercial bids should not have any alteration or overwriting. NABARD may reject or load the financial implication of any alteration, if found into the commercial bid submitted by the respective bidder. The calculation arrived by NABARD will be final and will be binding on the bidders. If any cost item in the commercial bid is found to be blank and not filled with any amount then it shall be considered as zero cost item and the same is offered to the NABARD free of any charge. NABARD will consider the cost for Three years for the purpose of price comparisons given by the vendors on the figures in commercial offer.

Three Years Cost = (One Time Installation Cost + Bandwidth Cost for three Years)

2.11 Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, NABARD may, at its discretion, ask some or all bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.

2.12 No Commitment to Accept Lowest or Any Tender

NABARD shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. NABARD reserves the right to make any changes in the terms and conditions of purchase. NABARD will not be obliged to meet and have discussions with any bidder, and or to listen to any representations. NABARD reserves the right to accept or reject, fully or partially, any or all offers without assigning any reason. The decision of NABARD in this regard is final and no further correspondence in this regard will be entertained.

2.13 Submission of Technical Details

It is mandatory to provide the technical details in the exact format of Technical Details column given in the technical specifications. The offer may not be evaluated by NABARD in case of non-adherence to the format or non-submission / partial submission of technical details as per the format given in the tender. NABARD will not allow/permit changes in the technical specifications once it is submitted. The relevant product information, brand and model number offered, printed product

brochure, technical specification sheets etc. should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification. (Please refer to the suggested checklist given in this document)

2.14 Format for TECHNICAL BID

The TECHNICAL BID must be made in an organized, structured and neat manner. Brochures/leaflets etc. should not be submitted in loose form. This can be divided into two parts – the first part should contain the documents supporting the eligibility of the vendor to participate in the tendering process as per the eligibility criteria mentioned in the RFP and the second part should contain the technical details of the proposed project. The suggested format for submission of TECHNICAL BID is as follows :

- a. Index.
- b. Covering letter. This should be as per Annexure I.
- c. Details of the bidder, as per Annexure III.
- d. Compliance of eligibility criteria along with support documents in following format.

| Sr. No | Short Description of eligibility criteria | submitted Y/ N | Write figures wherever required |
|--------|---|----------------|---------------------------------|
| 1 | Certificate of Incorporation | | |
| 2 | Balance Sheets:- 2005-06 2006-07 2007-08 | | |
| 3 | Profit in Figures 2005-06 2006-07 2007-08 | | |
| 4 | Necessary Certificates for Executing orders for commissioning of MPLS network for Video Conferencing for Three organizations. Out of which two should have minimum 30 Locations connected during the last three financial years. | | |
| 5 | Self Declaration for being not black listed | | |

The eligibility criteria will be verified based on above compliance table duly filled by the bidder along with the supporting documents.

- i. Technical bid with Specifications as given in Annexure - II, complete with all columns filled in.
- ii. Terms and Conditions Compliance Table in the following format. This table must cover bidder's response to all the terms and conditions specified in the tender document.

| Sr. No | Short Description of the term | Complied (Y/ N) | Detail explanation about the deviation if not complied |
|---------------|---|-------------------------|---|
| 1. | Support Personnel | | |
| 2. | Technical Inspection of the performance of evaluation | | |
| 3. | Payment Terms | | |
| 4. | Deliver Installation and commissioning | | |
| 5. | Completeness of Installation | | |
| 6. | Order cancellation | | |
| 7. | Acceptance test | | |
| 8. | Liquidated damages | | |
| 9. | Penalty for Delay | | |
| 10. | Penalty for down time | | |
| 11. | Hardware failure | | |
| 12. | Indemnity | | |
| 13. | Publicity | | |
| 14. | Co-ordination with VC vendor | | |
| 15. | Guaranties | | |
| 16. | Force Majeure | | |
| 17. | Resolution of dispute | | |

- iii. Delivery and Implementation schedule.
- iv. Technical Documentation (Product Brochures, leaflets, manuals etc.). An index of technical documentation submitted with the offer must be

- enclosed.
- v. Software details (if applicable).
 - vi. Service Provider's' Authorization Form
 - vii. Details of Past Installations, as per Annexure IV
 - viii. Details of support/service centers as per Annexure V
 - ix. Valid Bank Draft / Bank Guarantee in lieu of EMD (To be submitted in a separate envelope along with the First Copy of Technical Bid.)
 - x. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document
 - xi. All documentary evidence, wherever required, to be submitted be properly arranged.
 - xii. Copy of the Commercial Bid duly masking the price column.

2.15 Masked Commercial Bid

The bidder should submit a copy of the actual price bid being submitted to the bank by masking the actual prices. This is mandatory. The bid may be disqualified if it is not submitted by masking it properly.

2.16 Format for Commercial bid

The Commercial bid must not contradict the Technical bid in any way. The suggested format for submission of Commercial bid is as follows:

- i. Index
- ii. Covering letter
- iii. Commercial Version of Bill of Materials and Price (as per Annexure VII). This must contain all price information.
- iv. A statement that the bidder agrees with Payment Terms given in the tender.

2.17 Erasures or Alterations

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. NABARD may treat offers not adhering to these guidelines as unacceptable. NABARD may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all bidders and NABARD reserves the right for such waivers.

2.18 Alternative offers

Each offer should, preferably, specify a single solution, which is cost-effective and meets the tender specifications, and does not include many alternatives. Bidder willing to offer NABARD two or more alternatives for any item(s) of requirement should submit separate details for each alternative. Each detail/table should be complete in all respects and should not require cross-referencing with details given in other options. If more than one alternative offers are quoted in the Commercial bid, the highest quote will be considered in the cost for arriving at the L1 vendor. However bank will have discretion to choose one of the alternatives quoted.

2.19 Costs & Currency

The offer must be made in Indian Rupees only, including the following:

- i. Cost of the equipment
- ii. Installation and commissioning charges, if any,
- iii. Transportation and Forwarding charges to the site.
- iv. Bidder has to submit necessary insurance certificate for the material supplied to NABARD.
- v. All taxes and levies including Octroi, VAT and such of those taxes as applicable from time to time.

2.20 Fixed Price

The Commercial bid shall be on a fixed price basis, inclusive of all taxes and levies at site excluding service tax. No price variation in future relating to increase in custom duty, excise tax, dollar price variation and levy of taxes etc. will be permitted.

2.21 Negotiation

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest. NABARD, however, will have the discretion to choose to enter into any price negotiations or not.

2.22 Short-listing of Bidders

After scrutinizing the technical bids, NABARD will short-list the technically qualified bidders. Commercial bids of only these bidders will be opened who have been shortlisted on the basis of technical bids.

2.23 Right to Alter Location/Quantities

NABARD reserves the right to alter the proposed location/s specified in the tender. NABARD also reserves the right to delete one or more locations from the list specified in the tender.

2.24 Rate Contract

NABARD reserves the right to enter into a rate contract with L1 for connecting any office after order has been placed through this tender process. The validity of the rate contract shall be 12 months from the date of purchase order. The same technical specifications and terms of Commercial bid shall apply mutatis-mutandis to the order placed through the rate contract as specified through this tender. However during the validity period of the rate contract, if there is downward revision of the prices beyond 10% of the price negotiated at the time of placing the order, NABARD reserves the right to re-negotiate the prices before placing the order.

2.25 Repeat Orders

- i. NABARD reserves the right to place repeat order/s on the bidder under the same terms and conditions within a period of 12 months from the date of acceptance of purchase order by the bidder.
- ii. The bidder should note that as bandwidth rates normally come down, hence the rates shall be subject to downward revision based on market movement of bandwidth rates.
- iii. The bank reserves the right to re-negotiate the price with the bidder for downward revision of the prices.

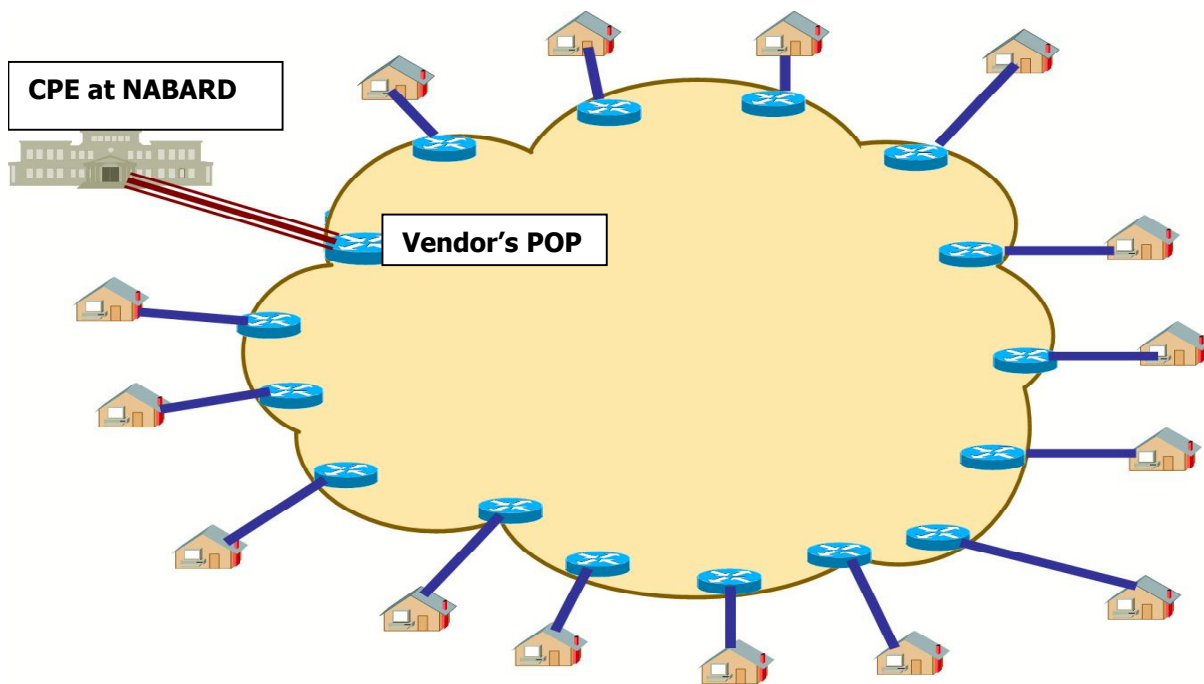
3. Scope of Work

3.1 Overall Architecture:

At present NABARD does not have any network connecting any of its locations. NABARD intends to connect 34 locations for Video Conferencing using MPLS connectivity for using End Point Video Conferencing Equipments (33 locations at 1 Mbps speed and Mumbai location having Multipoint Conference Unit at with 34 Mbps speed).

3.2 Proposed Architecture of MPLS Connectivity:

NABARD proposes to connect all its 34 olocations with the following architecture. The last mile connectivity i.e. CPE at NABARD and Vendors's POP should be connected using optical fibre cable or copper cable.



3.3 Uptime and Help Desk

3.3.1 Minimum network uptime has to be **99.5% for each location which is upto the VC equipment at NABARD CPE.** The Bidder will be solely responsible for all liaisoning, statutory and regulatory approvals and follow up jobs with the external agencies e.g. DoT, VBL, TTML, BSNL, TTSL WPC, etc, **for submitting applications/papers seeking all necessary approvals to meet project requirements/submission of payments etc.,** during project planning, execution, and tenure of contract.

3.3.2 Bidder should have a **24 x 7 help desk facility (accessible through a toll free number).** All offices of NABARD would report the problem to this help desk giving details of the problem. The facility should provide for comprehensive problem notification and escalation.

3.4 Training

Vendor will have to provide the administrator level training and user level training in order to enable the NABARD staff to operate the related equipments and associated software. Administrator level training can be arranged by the vendor at Mumbai. However, the user level training has to be arranged by the vendor at each of the locations given in Annexure - VIII.

3.5 Implementation

The vendor has to commission the MPLS network for the Video Conferencing equipments at NABARD's locations as given in Annexure - VIII. The selected bidder shall co-ordinate with Video Conferencing vendor for successful implementation and commissioning of Video Conferencing on MPLS network on terms and conditions as decided by NABARD.

3.6 Responsibility of selected vendor

The vendor has to commission, integrate and demonstrate the working of video conferencing solution on the MPLS network to the Bank with its full capabilities. The vendor is responsible till the solution is installed and commissioned in all locations and the system is fully integrated and operationalised. Only after the installation, commissioning and integration of the MPLS network has been operationalised

successfully, the installation / acceptance procedure would be deemed to have been completed.

4. Qualifying Criteria

4.1 Eligibility of the Bidder

- a) The bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956 having a turnover of Rs. 500 crores per year in the last three financial years i.e. 2005-2006, 2006-2007 and 2007-2008. This must be the individual Company's turnover and not that of group of Companies.
- b) The bidder company should have made profits in the last three financial years i.e. 2005-2006, 2006-2007 and 2007-2008. A copy of last three financial years' relevant audited balance sheets should be submitted with the offer. If the audit of 2007-2008 year is not completed then provisional balance sheet signed by Chartered Accountant & CEO/CFO should be enclosed.
- c) The Bidder should either be a Layer 3 MPLS VPN Service Provider under the License of Government of India or a National Long Distance (NLD) / Basic Service Operator having own MPLS VPN network and should submit attested copy of the appropriate licence.
- d) The bidder should be owning nation-wide high redundancy MPLS based network backbone or MPLS based backbone provided by multiple service providers (at least from two service providers) covering Bank's locations as per Annexure VIII. The backbone should be highly redundant, ensuring that there is no single point of failure. The bidder should have own Network Operating Center (NOC).
- e) The proposed network by the bidder should support Video Conferencing.
- f) The bidder should have executed orders for commissioning of MPLS network for Video Conferencing for three organizations connecting a minimum of 30 locations during the last three financial years.
- g) The bidder should not have been blacklisted by any government organization / banks. Self-declaration to that effect should be submitted along with the technical bid.
- h) The proposed network by the bidder should support Video Conferencing.

- i. 100 + MPLS PoPs across India on Own Fiber
 - ii. The Carrier should have own STM 4 level bandwidth at the core and DS3/ STM1 level bandwidth at access network.
 - iii. End to End QoS should be possible.
 - iv. Should have Wireless and Wire line licenses.
 - v. Should support multicast support.
 - vi. Network monitored and maintained by certified CCIEs, CCNPs and CCNAs
- i) Apart from above Bidder must have the following Certifications:-
- i. ISO 14001 certificate
 - ii. TL9001 Telecom Certificate
 - iii. ISO 27001 Security Certificate

4.2 Earnest Money Deposit (EMD)

Bidders are required to give a Demand Draft drawn in favour of NABARD and payable at Mumbai, (valid for 180 days from the date of the tender) for Rs. 500000.00 (Rupees Five Lakhs only) as Earnest money Deposit (EMD) along with their offer. Offers made without EMD will be rejected. NABARD will not pay any interest on the EMD. The bid security of unsuccessful bidders will be returned only after the successful completion of tender process. The Bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank or or any scheduled commercial bank acceptable to NABARD. In case of Bank Guarantee from other than Public sector banks, prior permission of NABARD is necessary. The Bank Gurantee should be valid for 6 months from the date of submission of the offer.

5. Terms and Conditions

5.1 Support Services

The bidder should have adequate support services at all locations either its own or through its franchisee. List of such support centres with contact persons, telephone numbers and addresses should be enclosed. In addition to the regular support services, the bidder should provide one contact person either own its employee or through its

franchise for each location of NABARD as given in Annexure – VIII.

5.2 Technical Inspection and Performance Evaluation

NABARD reserves its right to carry out a technical inspection and performance evaluation (bench-marking) of equipments offered by technically qualified bidders.

5.3 Payment Terms

NABARD will make payment as follows:

NABARD will make payment at the end of each month, subject to satisfactory services as per the scope of work. The amount will be payable taking into account the downtime of MPLS connectivity. All payments will be made by Head Office, Mumbai. TDS and other statutory deductions will be deducted at source for any payment made, as per rules of Government of India from time to time. Bank will start making payment after the commissioning of MPLS network connectivity for Video Conferencing for all locations. The contract period will start from a single and uniform date i.e. the acceptance date of the project. After acceptance of the project; one time installation charges will be paid.

5.4 Delivery, Installation and Commissioning

The Bidder shall be responsible for installation and commissioning of the MPLS connectivity ordered at all the sites and for making them fully operational at no additional charge within 8 weeks of the date of acceptance of Purchase Order. At the discretion of NABARD, there will be an acceptance test conducted in presence of NABARD officials and/or its nominated consultants after installation of complete equipment. In case of serious discrepancy in hardware/software supplied or services rendered, NABARD reserves the right to cancel the entire contract and the decision of NABARD is final.

5.5 Completeness of Installation

- a) The selected Bidder shall submit the document regarding the site preparation requirements.
- b) However, the delivery, installation and commissioning of the entire MPLS network should commence within six weeks of awarding the contract.
- c) All the cabling should be done with proper clamping. The cabling should be neat and structured with PVC pipe casing.

- d) The entire site will be accepted after complete installation and commissioning of network and satisfactory working of the Video Conferencing.

5.6 Order Cancellation

NABARD reserves its right to cancel the order in the event of one or more of the following situations:

- a) Delay in delivery beyond the period specified for delivery.
- b) Delay in installation beyond 12 weeks from the date of acceptance of Purchase Order. In addition to the cancellation of purchase order, NABARD reserves the right to appropriate the damages from the EMD given by the bidder or foreclose the Bank Guarantee given in lieu of EMD and/or foreclose the bank guarantee given by the supplier against the advance payment.

5.7 Acceptance Tests

At the discretion of NABARD, acceptance test will be conducted by the bidder at the site in the presence of the officials of NABARD and/or its nominated consultants. The tests will check for trouble-free operation of the complete system for ten consecutive days apart from physical verification and testing. There shall not be any additional charges payable by NABARD for carrying out this acceptance test. NABARD will take over the system on successful completion of the above acceptance test.

5.8 Penalty for delay in installation and commissioning

If there is a delay in commissioning of the MPLS connectivity, the bidder will be liable to pay a sum of 1% (one percent) of the order value per site per week or part thereof. If the delay period is 3 days or more than 3 days, it will be treated as one full week.

5.9 Indemnity

Bidder shall indemnify, protect and save NABARD against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all MPLS network commissioned by him.

5.10 Publicity

Any publicity by the bidder in which the name of NABARD is to be used should be done only with the explicit written permission of NABARD.

5.11 Force Majeure

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public, enemy, acts of Government of India in their sovereign capacity, acts of war, acts of NABARD, either in fires, floods, strikes, lock-outs and freight embargoes. If a Force Majeure situation arises, the Bidder shall promptly notify NABARD in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by NABARD in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period not less than the duration of such delay. If the duration of delay continues beyond a period of three months, NABARD and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of NABARD shall be final and binding on the bidder.

5.12 Resolution of Disputes

NABARD and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, NABARD and the Bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration. All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by NABARD and the other to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The arbitration and reconciliation act 1996 shall apply to the arbitration proceedings and the venue &

jurisdiction of the arbitration shall be Mumbai.

5.13 Service Level Agreement (SLA)

The bidder shall sign SLA with Bank incorporating following parameters:

WAN Connectivity

- a) Working days: Seven days a week (Monday to Sunday)
- b) Networking Availability Requirements: 24 hours for all locations.
- c) **Uptime:** 99.5% on monthly basis for each location, with contracted bandwidth.
- d) The percentage uptime shall be calculated on monthly basis as follows:
 - i. Availability (in %) = $((A - B) \times 100 / A)$
 - ii. A = Total No of Network Uptime hours/month
 - iii. B = Total Outage hours/month
- e) Helpdesk with toll free number : 24 hours
- f) Bandwidth at each location except Mumbai from 1 Mbps without up-gradation of last mile.
- g) Bandwidth at Head Office, Mumbai is 34 Mbps to equivalent to connecting locations, without up-gradation of last mile.
- h) Rapid service deployment.
- i) Reduced MTTR (Mean Time To Resolve)
- j) Proactive monitoring of the network for reduced downtime.
- k) Link utilization, error monitoring and reporting.
- l) WAN performance report per site basis.
- m) QoS implementation and review
- n) Packet Loss: - Bidder's target objective for packet loss across the backbone should not be more than one percent (1%).
- o) Jitter: - should be within the industry standard limits for voice and video.
- p) Latency: - Latency from any location to Head Office should not be more than 125 ms.

Note: In addition to above any new clauses may be added to the SLA with mutual agreement.

5.14 Penalty

WAN Connectivity

- a) Bidder should give uptime guarantee of 99.5% on monthly basis for each location. (Up time will be calculated during the Video Conferencing for that month and Bidder should ensure 99.5% up time during the conference hours.)

In case uptime falls below the guaranteed level, Bank will impose a penalty of 5% of the monthly amount for each percent below the guaranteed level for the respective location. Further, if uptime for any location during any month is less than 80%, Bank will not make any payment for the month for that location.

| Uptime | Penalty in % of total Monthly payment |
|------------------|--|
| >=99.5 | 0 |
| > 98.5 to < 99.5 | 5 |
| > 96.5 to 98.5 | 10 |
| > 95.5 to 96.5 | 15 |
| > 94.5 to 95.5 | 20 |
| 80 to 94.5 | 25 |
| <80% | 100 |

- b) In case of last mile link failure to Head Office at Mumbai, all the locations connected will be treated as down and penalty, as defined above, will be applicable till all the last mile connectivity is restored.
- c) In case of link failure due to WAN Network hardware (maintained by the vendor) failure, appropriate penalty as specified in 1.1 will be applicable.
- d) Down time due to the following situations will not be considered for the purpose of penalty calculation for downtime:
- i. Link down due to power failure and CPE (Customer Premises Equipments) switch off at the respective locations.
 - ii. Scheduled maintenance by the vendor, with prior intimation.

5.15 Software Licenses

Bidder must hold necessary licenses for the system supplied to NABARD or used for the Bank's proposed MPLS Network.

Annexure - I Format of Tender Offer Covering Letter

To:

*The Chief General Manager
National Bank for Agriculture
and Rural Development
Head Office, GAD
Ground Floor, 'A', Wing, Bandra-Kurla Complex
Bandra (E), Mumbai
PIN 400 051*

Place :

Date :

Dear Sir,

Tender for MPLS Network in NABARD

We, the undersigned, offer installation and commissioning of MPLS Network for Video Conferencing in conformity with the said tender documents in accordance with the prices indicated in the Commercial bid and made part of this tender.

2. We understand that the RFP provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder.
3. If our tender offer is accepted, we will obtain the guarantee of a bank for a sum equal to 15% of the Contract Price for the due performance of the Contract.
4. We agree to abide by this tender offer till 180 days from the date of opening of tender. Our offer shall remain binding upon us and may be accepted by NABARD any time before the expiration of that period.
5. Until a formal contract is prepared and executed, this tender offer, together with NABARD's written acceptance thereof and NABARD's notification of award, shall constitute a binding contract between us.

We understand that NABARD is not bound to accept the lowest or any offer the Bank may receive.

Dated this _____ day of _____ 2009

Signature: _____ (In the Capacity of):

Duly authorized to sign the tender offer for and on behalf

Annexure - II Technical Specifications

1. The bidder has to submit full details of his MPLS VPN back bone infrastructure covering technical design and architecture, capability (coverage of Voice / Video/ Data etc) Redundancy features (Multiservice provider backbone , Multiple NOC, Bandwidth details including flexibility and scalability features) and security features (MPLS/ IP Security etc)
2. No single point of failure between POPs.
3. Monitoring, reporting and manageability features
4. End-to-end Quality of Service (QOS) offered (prioritization of the traffic, partitioning of bandwidth for applications etc.) etc.
5. The Network Monitoring Software (NMS) services, available from the bidder, should comprehensively address all the issues relating to performance, availability and uptime etc. and some of the salient features, which are desirable, are given below.
 - a) It should be possible to manage the complete network from a single point using the Network Monitoring Software.
 - b) It should be possible to share NMS information with other locations, to facilitate local efforts in monitoring and maintenance.
 - c) NMS should provide the statistics regarding resource utilization and faults in the network.
 - d) NMS should give details such as bytes sent and bytes received by each location.
 - e) NMS should be able to store statistical information during conference hours on traffic through LAN and WAN ports and print this information in the form of graphs, pie charts, spread sheet and bar charts. It should be able to show a cumulative picture over a period of a week or more. These statistics should also be available in machine readable form. This report should be submitted on monthly basis.
 - f) NMS should be able to accept traps and alarms from other devices and display an appropriate message on the NMS console. The NMS should offer tabular information giving percentage uptimes of individual links on monthly basis.
6. Bidder has to submit report to prove the latency figure end-to-end including

- backbone along with the proposal, the latency should not be more than 125 ms.
7. Bidder should clearly spell out any assumptions made any where while designing the solution. Detailed design solution should be provided, explaining each component.
 8. Complete details of the Enterprise network architecture including the backbone and access and the list of equipments used and the technical details of these equipments to be submitted.
 9. Bidder should give supporting document with technical details to assure reliability and capability of delivering the network to meet the requirements.

Annexure - III Details of the bidder

Details filled in this form must be accompanied by sufficient Documentary evidence in order to verify the correctness of the information

| Sr. No | Item | Details |
|---------------|---|----------------|
| 1 | Name of the Company | |
| 2 | Postal Address | |
| 3 | Telephone / Mobile and Fax number | |
| 4 | Constitution of Company | |
| 5 | Name and designation of the person authorized to correspond with NABARD | |
| 6 | Email address | |
| 7 | Year of commencement of business | |
| 8 | Turnover of the company 2005-06 2006-07 2007-08 | |
| 9 | Net Profit of the company 2005-06 2006-07 2007-08 | |
| 10 | Sales Tax Number | |
| 11 | Income Tax Number | |
| 12 | Name and add of the principal banker with whom major credit facilities (Fund / Non | |

| | | |
|--|---|--|
| | fund) are being enjoyed (also mention names of Banks in consortium, name of the the contact official of Bank, phone and fax numbers etc) | |
|--|---|--|

Annexure - IV Details of Past Installations

Name of the Vendor : _____

| Name of the client | Number of Locations covered in MPLS Network | Purpose of project | Date of commission of the project | Contact person Name, Tel No, Fax No, Address | Total Amount of Order |
|---------------------------|--|---------------------------|--|---|------------------------------|
| | | Video Conferencing | | | |
| | | Video Conferencing | | | |
| | | Video Conferencing | | | |

Date _____

Place:- _____

Annexure - V Details of Service Centres

| Sr. No | Place | Own or Franchise | Postal Address | Contact numbers | Service facility available (Describe) | Number of Service Engineers | Time to report to the location |
|--------|-------|------------------|----------------|-----------------|--|-----------------------------|--------------------------------|
| | | | | | | | |

Annexure - VI Format of Commercial Bid

| Sr. No | Description | BW required / Location | One time charges / location | Annual Recurring charges/ location | Project management charges |
|--------|---|------------------------|-----------------------------|------------------------------------|----------------------------|
| 1 | MPLS Charges / Location (Mention each location) | | | | |
| 2 | Router rental charges/ location (Mention each Location) | | | | |

| | | | | | |
|----------|---|--|--|--|--|
| | | | | | |
| 3 | (a) Price of the Router to handle 2 Mbps bandwidth with make, model etc (for outright purchase) | | | | |
| | (b) Price of the Router to handle 34 Mbps bandwidth with make, model etc (for outright purchase) | | | | |

**Annexure - VII Proforma for the Bank Guarantee for Earnest Money
(To be stamped)**

Bank Guarantee No. :
Date :
Period of Bank Guarantee : Valid upto
Amount of Bank Guarantee : Rs

THIS DEED OF GUARANTEE executed at Mumbai on this _____ day of _____ 2009 by _____ a banking company constituted under the _____ Act, having its Head Office at _____ (hereinafter referred to as 'the guarantor', which expression shall, unless repugnant to the context or meaning, include its successors and assigns).

IN FAVOUR OF

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT, a body corporate established under the National Bank for Agriculture and Rural Development Act 1981, having its Head Office at Plot No. C-24, 'G' Block, Bandra-Kurla Complex,

Bandra (East), Mumbai - 400 051 (hereinafter referred to as 'NABARD' which expression shall, unless repugnant to the context or meaning, include its successors and assigns).

WHEREAS

1. NABARD is desirous of setting up the MPLS Network in 34 locations of NABARD as per the list enclosed in Annexure - IX (hereinafter referred to as "said work of setting up the MPLS Network in NABARD") and for that purpose invited tenders.
2. Pursuant to the acceptance by NABARD of the tender dated ____ submitted by _____ (hereinafter referred to as "the said constituents" which expression shall, unless repugnant to the context and meaning, includes its successors and assigns), NABARD has issued Purchase Order bearing no. NB.GAD/ _____ /2009-10 dated _____.
3. It is one of the terms of the said Purchase Order that our said Constituents shall furnish to NABARD a performance bank guarantee for a sum of Rs.____/- (Rupees _____ only) equivalent to ____% of the value of Purchase Order for setting up the MPLS Network in NABARD from a Nationalised / Scheduled Bank against any defect in respect of the said work of setting up the MPLS Network in NABARD which shall be valid for a duration of 60 months from the date of Virtual Completion Certificate of the said work of setting up the MPLS Network in NABARD.
4. At the request of the said constituents, the guarantor has agreed to furnish the said guarantee.

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH THAT

In consideration of the NABARD, at request of the guarantor to issue purchase order and award the said work to the said constituents against the bank guarantee issued by the guarantor for a sum of Rs.____/- (Rupees _____ only), equivalent to ____% of the value of Purchase Order, we, ____ the guarantor hereby unconditionally and irrevocably guarantee unto the NABARD that our said Constituents will diligently, efficiently and satisfactorily perform all their obligations pertaining to the rectification of defects both in respect of materials and workmanship which defects may arise during a period of ____ months from the date of successful completion of the said work of setting up the MPLS Network in NABARD the said constituents as per the specifications, terms and conditions of the said Purchase Order dated _____ failing which we _____, the guarantor, _____ shall, on demand and without demur, pay unto

NABARD the sum of Rs. ____/- (Rupees _____ only) at the Head Office of NABARD at Mumbai.

THE GUARANTOR HEREBY FURTHER COVENANTS THAT

1. The guarantor shall pay the aforesaid sum to NABARD on demand in writing by NABARD without reference to the said constituent and notwithstanding any dispute or difference that may exist or arise between the NABARD and the said constituent.
2. That this guarantee shall be continuing guarantee and shall not be revoked by the guarantor without prior consent in writing of NABARD.
3. The decision of NABARD on the breach of any of the terms & conditions of the said contract / tender by our said constituent or their failure to perform obligations or discharge their duties under the said Purchase Order shall be final and binding on the guarantor and shall not be disputed by the guarantor inside or outside the court, tribunal, arbitration or other authority.
4. The notice of demand in writing issued by NABARD shall be conclusive proof as regards the amount due and payable to NABARD under this guarantee and it shall not be disputed by the guarantor either insider or outside the court, tribunal or arbitration or other authority.
5. Any neglect or forbearance on the part of NABARD in enforcing any of the terms and conditions of the said Purchase Order or any indulgence shown by NABARD to our said constituents or any variation in the said Purchase Order made by mutual agreement between NABARD and our said constituents or any other act or deed on the part of NABARD which but for this clause may have the effect of discharging the guarantor under the law relating to the guarantees shall not discharge the guarantor from its obligations herein and the guarantor shall be discharged only by compliance by the said constituent of all their obligations and duties under the said Purchase Order.
6. This guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of the powers by or on behalf of our said constituent to submit the said tender and enter into the said contract or any change in the constitution or dissolution of the said constituent's firm or change in the name of the said firm.
7. It shall not be necessary for NABARD to exhaust its remedies against the said constituent before invoking this guarantee and the guarantee herein contained shall be enforceable against the guarantor notwithstanding any other security which the NABARD may have obtained or may obtain from

the said constituent, may at the time when this guarantee is invoked be outstanding and unrealised.

8. The guarantor hereby agrees that this guarantee shall be valid and be in force for a period of ___ months i.e., upto _____ and the guarantor hereby agrees to renew this guarantee at the request of NABARD in the event of work given to the said constituents under the said Purchase Order is not completed.
9. Any claim arising under this guarantee shall be preferred by NABARD within a period of six months from the aforesaid date of expiry of this guarantee or in the event of any renewal, such renewal date and unless the claim is so preferred against the guarantor, the guarantor shall stand discharged of all its liabilities hereunder.

IN WITNESS WHEREOF the within named guarantor has caused these presents to be executed on its behalf by the hand of its duly authorised official on the date and the place first hereinabove written.

Signed and Delivered for
and on behalf of
(Bank), the guarantor herein by the
hand of Shri _____
its duly authorised official

Annexure – VIII Details of NABARD Locations

where the MPLS Network is to be provided for Video Conferencing.

| Sr No | NABARD Offices with Address and PIN Code | City | MPLS Bandwidth Required |
|-------|--|--------------|-------------------------|
| 1 | The Chief General Manager, NABARD, Gujarat RO, NABARD Tower, Opposite Municipal Garden, Usmanpura, PB No 8, Ahmedabad, Gujarat - 380 013 | Ahmedabad | 1024 Kbps |
| 2 | The General Manager, NABARD, Mizoram RO, Ramhlun Road (North), Bawngkawn, Aizwal - 796 014 | Aizwal | 1024 Kbps |
| 3 | The Chief Genral Manager, NABARD, Karnataka RO, 113/1, Jeevan Prakash Annexe, J C Road, PB No. 2, Bangalore - 560 002 | Bangalore | 1024 Kbps |
| 4 | The Chief General Manager, NABARD, Madhya Pradesh RO, E5, Arera Colony, Bittan Market, Ravi Shankar Nagar, PB No. 513, Bhopal - 462 016 | Bhopal | 1024 Kbps |
| 5 | The Chief General Manager, NABARD, Orissa RO, Ankur, 2/1, Nayapalli Civic Centere, PB No. 179, Bhuwaneswar - 751 015 | Bhuwaneshwar | 1024 Kbps |
| 6 | The Chief General Manager, NABARD, West Bengal RO, Abhilasha, 2nd floor,6 Royd Street, PB No 9083, Kolkata - 700 016 | Kolkata | 1024 Kbps |
| 7 | The Chief General Manager, NABARD, Punjab & Haryana RO, Plot No 3, Sector 34A, Chandigrah - 160 022 | Chandigrah | 1024 Kbps |
| 8 | The Chief General Manager, NABARD, Tamil Nadu RO, 48, Mahatma Gandhi road, PB no 6074, Nungambakkam, Chennai - 600 034 | Chennai | 1024 Kbps |

| Sr No | NABARD Offices with Address and PIN Code | City | MPLS Bandwidth Required |
|--------------|--|------------------|--------------------------------|
| 9 | The Deputy General Manager, NABARD, Nagaland RO, Nagaland State Co-operative Bank HO Admn Building, 4th floor, West wing, Kher Mahal, Circular Road, Dimapur - 797 112 | Dimapur | 1024 Kbps |
| 10 | The Deputy General Manager, NABARD, Sikkim RO, Om Niwas, Church Road, PB No 46, Gangtok - 737 101 | Gangtok | 1024 Kbps |
| 11 | The Chief Genral Manager, NABARD, Assam RO, Opposite to Assam Sectt., P.B. No. 1, G.S. Road, Dispur - 781 006 | Guwahati | 1024 Kbps |
| 12 | The Chief General Manager, NABARD, Andhra Pradesh RO, Yeduguri chamers, 1-1-61, RTC cross road, PB no 1863, Musheerabad, Hydrabad - 500 020 | <i>Hyderabad</i> | 1024 Kbps |
| 13 | The Deputy General Manager, NABARD, Manipur RO, 89/686, Lalabung, RIMS Road, Lamphelpat PO Box No 51, Imphal - 795 004 | Imphal | 1024 Kbps |
| 14 | The Deputy General Manager, NABARD, Arunachal Pradesh RO, VIP Road, Bank Tinali, PB no. 133, Itanagar - 791 111 | Itanagar | 1024 Kbps |
| 15 | The Chief General Manager, NABARD, Rajasthan RO, Nehru Palace, Tonk Road, PB No 104, Jaipur - 302 015 | Jaipur | 1024 Kbps |
| 16 | The General Manager, NABARD, Jammu & Kashmir RO, B-2, 4th floor, South Blcok, Bahu Plaza Complex, PB No 2, Jammu - 180 012 | Jammu | 1024 Kbps |
| 17 | The Chief General Manager, NABARD, Uttar Pradesh RO, 11, Vipin Khand, Gomati Nagar Lucknow - 226 010 | Lucknow | 1024 Kbps |

| Sr No | NABARD Offices with Address and PIN Code | City | MPLS Bandwidth Required |
|--------------|--|--------------|--------------------------------|
| 18 | The General Manager, NABARD, Delhi RO, NABARD Tower, 24, Rajendra Palce, New Delhi - 110 125 | Delhi | 1024 Kbps |
| 19 | The Deputy General Manager, NABARD, Goa RO, Niziri bhavan, 3rd Floor, Menezes Bragenza Road, Panaji - 403 001 | Goa | 1024 Kbps |
| 20 | The Chief General Manager, NABARD, Bihar RO, 4th and 5th Floors, Mourya Lok complex, Block 'B', Dak Bungalow Road, PB No. 178, Patna - 800 001 | Patna | 1024 Kbps |
| 21 | The Chief Genral Manager, NABARD, Maharashtra RO, 54, Wellesley road, Shivaji Nager, PB No 5, Pune - 411 005 | Pune | 1024 Kbps |
| 22 | The Chief General Manager, NABARD, Himachal Pradesh RO, Block no 32, SDA Commercial comlex, Dev Nagar, Kusumpti, Shimla - 171009 | Shimla | 1024 Kbps |
| 23 | The Chief General Manager, NABARD, Chhattisgarh RO, 1 and 2 nd Floor, Pithalia Complex, KK Raod, Fafadih Chowk, Raipur - 492009 | Chhattisgrah | 1024 Kbps |
| 24 | The Chief General Manager, NABARD, Jharkahd RO, Gautam House, Kalibabu Street, Upper Bazar, Behind Civil Court, Ranchi - 834001 | Ranchi | 1024 Kbps |
| 25 | The Chief General Manager, NABARD, Uttarakhand RO, 113/2, Hotel Sunrise Building, 2nd and 3rd floor, PB no 139, Rajpur Road, Dehradun - 248 001 | Dehradun | 1024 Kbps |
| 26 | The Deputy General Manager, NABARD, Andaman and Nicobar Sub Office, Kannada Sangha Building, Ground Floor, 18, Tagore Road, Head Post Office, Port Blair - 744 101 | Port Blair | 1024 Kbps |

| Sr No | NABARD Offices with Address and PIN Code | City | MPLS Bandwidth Required |
|--------------|--|--------------------|--------------------------------|
| 27 | The Director, Bankers Institute of Rural Development, Sector H, LDA Colony, Kanpur Road, Lucknow - 226 012 | Lucknow | 1024 Kbps |
| 28 | The Principal, National Bank Staff coleage, Sector H, LDA Colony, Kanpur Road, Lucknow - 226 012 | Lucknow | 1024 Kbps |
| 29 | The Principal, Regional Training College, NABARD, Bolpur Lodge, Bolpur - 731 204 | Bolpur | 1024 Kbps |
| 30 | The Principal, Regional Training College, NABARD, Manjusha Building, Above Automatrix Show Room, Near KSRTC Bus Stand, Bejai Church Road, Bejai, PB No 1117, Mangalore - 575 004 | Mangalore | 1024 Kbps |
| 31 | The chief General Manager, NABARD, Kerala RO, Punnen Road, Statue, PB No 5613, Thiruvananthapuram - 695 039 | Thiruvananthapuram | 1024 Kbps |
| 32 | The General Manager, NABARD, Tripura RO, Palace Compound (East), Uzirbari Road, Agartala - 799 001 | Agartala | 1024 Kbps |
| 33 | The Deputy General Manager, NABARD, Meghalaya RO, Dipu Cottage, Upper Lauchmiere, Shillong - 793 001 | Shillong | 1024 Kbps |
| 34 | The Chief General Manager, NABARD, Head Office, Bandra-Kurla Complex, Bandra (E), Mumbai 400 051 | Mumbai | 34 Mbps |

-----XXXXX-----