

Limited Tender Enquiry (LTE) for "Provisioning of Bandwidth and setting up of IP MPLS L3 VPN at various NATGRID nodes and IP-PBX systems"

**National Intelligence Grid
(Ministry of Home Affairs)
Shivaji Stadium Annexe
1st Floor, Shaheed Bhagat Singh Marg,
New Delhi-110001.**

The information provided by the bidders in response to this Tender Document will become the property of NATGRID (MHA) and will not be returned. NATGRID reserves the right to amend, rescind or reissue this Tender Document and all amendments will be advised to the bidders and such amendments will be binding on them. This document is prepared by NATGRID (MHA) for "**Limited Tender Enquiry (LTE) for provision of IP MPLS links for the NATSTAR Connector and IP-PBX systems**". It should not be reused or copied or used partially or fully in any form.



CONTENTS OF BIDDING DOCUMENT

Table of Contents

Sr. No.	Description	Section	Page
1.	Notice Inviting Tender (NIT)	1	3-4
2.	Instructions to Bidders	2	5
3.	General Conditions of Contract (GCC)	3	6-10
4.	Special Conditions of Contract (SCC)	4	11
5.	Schedule of Requirements (SRs)	5	12-16
6.	Bid Evaluation & Award of Contract	6	17-19
7.	Price Bid / Financial Bid	7	20-22
8.	Standard Forms	8	23-27



Notice Inviting Tender (NIT)

1. This is an invitation from NATGRID, for and behalf of the President of India, for submission of bids under **Limited Tender Enquiry (LTE) system to the eligible bidders for "Provisioning of Bandwidth and setting up of IP MPLS L3 VPN at various NATGRID nodes and IP-PBX system"**.
2. NATGRID intends to engage a **Public Sector Undertaking (PSU)** to deliver complete set of services as per broad scope of work and timelines given in Section-4 of the document.
3. Bidders are advised to study the Bid Document carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications. Sealed offers prepared in accordance with the procedures enumerated in **Clause 2.3 of Section-2** should be submitted to NATGRID as under:

(Tender Critical Date Sheet)

Sr.No.	Item of Information	Information
1.	Nodal Officer of Purchaser	Shri Lakshman Rao Athukuri, Dy. Director (P&CM)
2.	Contact Details of Nodal Officer	National Intelligence Grid, 1 st floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi-110001. Phone : 011-23444222 Email : ddproc.nig@nic.in
3.	Last date & time of submission of Bid	1500 hrs on 04.10.2019
4.	Date & time of opening of Bids	1600 hrs on 04.10.2019
5.	Minimum Bid Validity	90 days from the last date of submission of bid.

4. All bids must be accompanied by an **Earnest Money Deposit (EMD) / Bid Security for ₹1,50,000/- (Rupees One Lakh Fifty thousand)** only in the form of Demand Draft / Pay Order drawn on any scheduled commercial bank in favour of **Pay & Accounts Officer, NATGRID, New Delhi**. Name & full address of the bidder may be written at the back of the Demand Draft / Pay Order. The bid security is to be valid for a period of 45 days beyond the bid validity period which is 90 days from the bid opening date.
5. This Bid document is not transferable. The document should not be used by Prospective Bidders to market their Products or Services.
6. NATGRID reserves the right to modify and amend any of the stipulated condition/criterion in the document depending upon project priorities vis-a-vis urgent commitments.
7. The detailed scope of work and other terms and conditions for selection of PSU are given in Section-5 of the document.
8. Bidder **shall not modify the tender form including price bid template in any manner**. In case any tender form Price bid template is found to be tampered with/modified in any manner, such bid will be summarily rejected. Bid Security would be forfeited, and bidder is liable to be banned from doing business with NATGRID.
9. The Purchaser shall not be responsible for non-receipt / no-delivery of the Bid documents due to any reason whatsoever.

10. **Bid Opening:** Bids will be opened in presence of available authorized representatives of prospective bidders as per date/time mentioned in the **Tender Critical Date Sheet**. The results of the bid and the bidder selected for supply will be notified later on.

11. **Bid Validity:** The Bid submitted against this Tender should remain valid for 90 days from the last date of submission of bid. In case of unforeseen delays in processing, further extension of validity may be requested.

12. Submission of Bids:

12.1 The bid shall be submitted under two bid system. i.e., technical bid and financial bid should be sealed by the bidder in separate covers duly super-scribed and both these sealed covers are to be put in a bigger cover which should be sealed and duly super-scribed.

12.2 Technical Bid in Envelope – I

- (a) Form-I after filling in all information asked for about the bidder.
- (b) Account Payee Demand Draft / Pay Order from any of the commercial banks for of **₹1,50,000/- (Rupees One Lakh Fifty thousand) only** drawn in favour of **Pay & Accounts Officer, NATGRID, New Delhi** and payable at Delhi, towards **Earnest Money Deposit (EMD)**.
- (c) Bank account details in Form-II.

12.3 Financial Bid in Envelope - II

- a) Price Bid in format given in Section-7.
- b) Financial Bid Undertaking in the Form-III.



2. Instructions to Bidders

2.1 National Intelligence Grid (NATGRID) is an attached office of Ministry of Home Affairs, Government of India situated at 1st Floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi-110001.

2.2 Bids are invited exclusively from PSUs with prior experience of providing bandwidth and setting up of IP MPLS L3 VPN.

2.3 Procedure for Submission of Bids:

2.3.1 The bid should be submitted under two bid system, i.e., technical bid (2 copies) and financial bid (2 copies).

2.3.2 Copies of Technical Bid and Financial Bid of the Bidder should be put in separate sealed covers super scribing the wordings "Technical Bid" and "Financial Bid" respectively. Each copy in each bid should also be marked as "Original" and "First copy". Both the copies of each bid should be put in a single sealed cover super scribing the wordings "Technical Bid" and "Financial Bid" as the case may be. Please Note that Prices should not be indicated in the Technical Bid and should only be indicated in the Financial Bid. The EMD should be put in separate sealed envelope marked "EMD for Bid Number".

2.3.3 The cover containing two copies of Technical Bid, and the cover containing Two copies of Financial Bid and envelope containing EMD should be put in another envelope and this envelope should be clearly marked "Limited Tender Enquiry (LTE) for Provisioning of Bandwidth and setting up of IP MPLS L3 VPN at various NATGRID nodes and IP-PBX system". The Bid Covers are to be kept in a single sealed cover super scribed with Bid Number, Title of Tender, and the wordings "**DO NOT OPEN BEFORE 1600 HRS* ON 04.10.2019***" [**bidder to indicate time and date for bid opening as indicated at Clause 3 of Section I of the document*].

2.3.4 The cover thus prepared should also indicate clearly the name, address and telephone number of the Bidder, to enable the Bid to be returned unopened in case it is declared "Disqualified".

2.3.5 Each copy of the Bid should be a complete document and should be bound as a volume. The document should be page numbered and appropriately flagged and contain the list of contents with page numbers. Different copies must be bound separately. The deficiency in documentation may result in the rejection of the Bid.

2.4 **Cost of Bid Document:** The Bidder shall bear all costs associated with the preparation and submission of its bids, including cost of presentation for the purposes of clarification of the bids, if so desired by the NATGRID. NATGRID will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.5 Bids complete in all respects may be submitted before bid submission end date and time as mentioned in tender critical date sheet i.e. **Clause 3** of NIT.

3: General Conditions of Contract (GCC)

3.1 Definitions: Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:

- a) "NATGRID" shall mean National Intelligence Grid with office situated at 1st Floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi-110001 and all user nodes located at different locations in Delhi.
- b) "the Purchaser" means NATGRID acting for and behalf of the President of India.
- c) "Bidder" shall mean the firm who have been invited for bidding and participates in this tender and submits its bid.
- d) "Contractor" / "Agency" / "Firm" shall mean the successful bidder in this tender and shall include its legal representatives, successors.
- e) "Performance Security" shall mean monetary guarantee furnished by the successful bidder for due performance of the contract concluded with it.

3.2 Application: These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3.3 Notices: Any notice, instruction, or communication made pursuant to this Contract shall be in writing, and shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the Technical Bid.

3.4 Taxes and Duties: The Contractor shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India. Details of such taxes and levied should be clearly indicated in the financial bid.

3.5 Fraud and Corruption

- a. **Definitions:** For the purpose of this clause, the terms set forth below have meanings as follows:
 - i. "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - iii. "collusive practices" means a scheme or arrangement between two or more Contractors, with or without the knowledge of NATGRID, designed to establish prices at artificial, non-competitive level;
 - iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
- b. **Measures to be taken by NATGRID**
 - i. NATGRID may terminate the contract if it determines at any time that representatives of the Contractor were engaged in corrupt, fraudulent, collusive or coercive practices during the tender process or the execution of that contract, without the Contractor having taken timely and appropriate action satisfactory to NATGRID to remedy the situation;
 - ii. NATGRID may also sanction against the Contractor, including declaring the Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Contractor has, directly or through an

agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

3.6 Commencement and Expiration of Contract

- i. **Effectiveness of Contract:** This Contract shall come into force and effect on the date (the "Effective Date") as specified in the Special Conditions (SC). In case effective date is not so stipulated, the contract shall be effective from the date it is signed by both parties.
- ii. **Expiration of Contract:** Unless terminated earlier pursuant to Clause General Conditions (GC) 3.11 hereof, this Contract shall expire at the end of such time after the Effective Date as specified in the Special Conditions (SC).

3.7 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for any other statement, representation, promise agreement not set forth herein.

3.8 Modifications or Variations: Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposal for modification or variation made by the other Party.

3.9 Force Majeure

- a. **Definition:** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstance and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- c. **No breach of Contract:** The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- d. **Measures to be taken:** A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimise the consequences of any event of Force Majeure.
- e. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- f. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

- g. During the period of their inability to perform the Services as a result of any event of Force Majeure, the Contractor, upon instructions by NATGRID, shall either:
 - i. Demobilize; or
 - ii. Continue with the Services to the extent possible, in which case the Contractor shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.
- h. In case of disagreement between the Parties as to the existence or extent of Force Majeure, **the matter shall be settled according to Clause GC 3.22.**

3.10 Suspension: NATGRID may, by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Contractor to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Contractor of such notice of suspension.

3.11 Termination

- a. **By NATGRID:** NATGRID may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) to (viii) below:
 - i. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 3.10 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as NATGRID may have subsequently approved in writing.
 - ii. If the Contractor becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
 - iii. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 3.22 hereof.
 - iv. If the Contractor, in the judgement of NATGRID, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
 - v. If the Contractor submits to NATGRID a false statement which has a material effect on the rights, obligations or interests of NATGRID.
 - vi. If the Contractor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to NATGRID.
 - vii. If the Contractor fails to provide the quality services as envisaged under this Contract.
 - viii. If NATGRID, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- b. In any event such as at (i) to (vii) above NATGRID shall give fifteen (15) days' written notice of termination to the Contractor, and thirty (30) days' in case of event referred to in (viii) above.
- c. **By the Contractor:** The Contractor may terminate this Contract by not less than thirty (30) days' written notice to NATGRID, in case of occurrence of any of the events specified in paragraphs (i) to (ii) below:
 - i. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
 - ii. If NATGRID fails to comply with any final decision reached as a result of arbitration pursuant to Clause 3.22 hereof.

3.12 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses 3.6(ii) or 3.11 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.21 hereof, and (iii) any right which a Party may have under the Law.

3.13 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses under GC 3.11 hereof, the Contractor shall, immediately upon dispatch

or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner.

- 3.14 Payment upon Termination:** Upon termination of this Contract pursuant to Clauses under GC 3.11 hereof, NATGRID shall make the following payments to the Contractor:
- a. If the Contract is terminated pursuant of Clause 3.11(a)(vii), 3.11(a)(viii) or 3.11(b), payment for Services satisfactorily performed prior to the effective date of termination;
 - b. If the agreement is terminated pursuant of Clause 3.11(a)(i) to (vi), the Contractor shall not be entitled to receive any agreed payments upon termination of the contract. However, NATGRID may consider payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to NATGRID.
- 3.15 Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraph (i) to (vii) of Clause GC 3.11(a) or in Clause GC 3.11(b) hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter for dispute settlement under Clause 3.22 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
- 3.16 Forfeiture of Performance Security:** In the event of breach of this Contract, NATGRID shall have the right to invoke and appropriate the proceeds of the performance security, in whole or in part, without separate notice to the Contractor.
- 3.17 Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Contractor for providing the services i.e. GST or any such applicable tax from time to time, which increases or decreases the cost incurred by the Contractor in performing the Services, then the amount otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto.
- 3.18 Payment:** In consideration of the services provided by the Contractor under this Contract, NATGRID shall make to the Contractor such payments and in such manner as is provided in the SC. In their offer bidder should give breakup of taxes. NATGIRD would make payment of taxes on the rates prevailing at the time of payment and actually paid by bidder. Bidder should provide the valid documents as a proof of taxes actually paid by them.
- 3.19 Fairness and Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 3.20 Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the currency of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 3.22(b) hereof.
- 3.21 Confidentiality:** Except with the prior consent of NATGRID, the Contractor shall not at any time communicate to any person or entity any information acquired in the course of performance of this Contract. By agreeing to enter into this Contract, the Contractor also agrees to sign and abide with the Non-Disclosure Agreement.

3.22 Dispute Resolution: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) and Government Departments Organisations, such dispute or difference shall be taken up by either party for resolution through AMCRD as mentioned in DPE OM No.4(1)-2013-DPE(GM)-FTS-1835 dated 22.05.2018.

3.23 Assignment:

The Bidder shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

3.24 Miscellaneous

- a. All payments, including refund of Bid Security (FMD) will be made electronically.
- b. The personnel engaged by the Contractor are subject to security check by the NATGRID/User nodes Security Staff at any time.
- c. All personnel deputed by the Contractor should bear upon his/her person due authorisation from the Contractor, and should produce the same for inspection in order to be allowed to enter NATGRID premises, and during their stay within the premises.
- d. Within NATGRID/User Nodes premises, the Contractor's personnel shall restrict their activities to performance of this contract.
- e. The Contractor shall be directly responsible for any dispute arising between him and his personnel and NATGRID shall be kept indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.
- f. The Contractor shall be solely responsible for payment of wages/salaries, other benefits and allowances etc. in respect of the personnel deputed for NATGRID. NATGRID shall have no liability whatsoever in this regard and the Contractor shall indemnify NATGRID against all claims in this regard.
- g. The Contractor shall be fully responsible for theft or burglary or any damage to NATGRID property directly attributable to any acts of commission or omission on the part of Contractor's personnel.

4. Special Conditions of Contract (SCCs)

- 4.1 Eligibility:** Any central/state public sector unit (PSU) in the business of providing internet bandwidth, setting up of IP MPLS L3 VPN is eligible to bid against this invitation for bid.
- 4.2 Service Requirement Period:** For each MPLS link, the services will be required for a period of one year from the date of commissioning of the individual MPLS Link. The service requirement period shall be further extendable for one year based on same terms and conditions as given in contract.
- 4.3 Delivery terms:** The commissioning should be completed within 45 days from the date of signing of contract.
- 4.4 Effective Date:** The contract shall be effective from the date of signing of the contract.
- 4.5 Cost Details & Bid Validity:** The quoted Rate Cost should be inclusive of all taxes and duties (except GST). The Bid submitted against this Tender should remain valid for 90 days from the last date of submission of bid. In case of unforeseen delays in processing, further extension of validity may be requested.
- 4.6 Payment:** Payment of rental charges along with applicable GST thereof shall be made quarterly on completion of each quarter. The installation and testing charges (One time charges) along with applicable GST shall be paid along with the claim for the first quarterly payment.
- 4.7 Currency of Payment:** Payment shall be made in Indian Rupees only.
- 4.8** The bidder shall support and arrange for software upgrade of link bandwidth as and when required by NATGRID within 14 days from the date of receipt of the request from NATGRID. The price discovery for bandwidth upgrade will be through market survey. The selected bidder will be given the offer to meet the L1 price discovered through market survey.
- 4.9 Liquidated damages:** Subject to clause 3.9, if the bidder fails to perform any or all of the services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the value of Work Order, as liquidated damages, a sum equivalent to 0.5% per week (Seven days) or part thereof of the value of Work Order of the unperformed Services for each week (Seven Days) or part thereof of delay until actual delivery or performance, up to maximum deduction of 10% of the value of Work Order. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to clause 3.11.
- 4.10 Indemnity:** The successful bidder will be required to furnish the duly filled in format of Indemnity given at Form IV. The bidder will indemnify NATGRID from and against any costs/ losses damages expenses and or claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract Period.

5. Schedule of Requirements

5.1 Scope: The scope of the project is to:-

(a) connect 7 user agencies (UA) each having 2 Mbps link terminating at one router having 20 Mbps link at NATGRID's end and to connect 2 Providing Organisation (PO) each having 2 Mbps link terminating at another router having 10 Mbps at NATGRID's end. At all the locations interface for link termination should be both copper and SFP based optical fibre from the service provider's equipment generally known as Customer premise equipment (CPE) to NATGRID's provided router. The routers at UA, PO and NATGRID end shall be provided by NATGRID. However, the MPLS provider shall ensure to provide suitable power backup at UA and PO locations.

(b) connect NATGRID Office Andheria Mod, New Delhi and NATGRID Office at STS BSF Road, Kattigenahalli, Air Force Station (PO), Yelahanka, Bengaluru each having 10 Mbps link terminating at one router at New Delhi Office and other link terminating at another router at Bengaluru Office end. At both the locations interface for link terminations should be both copper and SFP based optical fibre. The MPLS provider shall ensure to provide suitable power backup at both locations.

5.2 Detailed Technical Scope of Work

5.2.1 MPLS Network:

- i. Bidder would be managing the entire component involved in end-to-end connectivity up-to the Customer Premise Equipment.
- ii. The bidder should provide facility of single toll free no. for logging complaints service requests. The bidder should also share the process & 3 level escalation matrix.
- iii. The solution should be scalable to meet future bandwidth requirement of NATGRID as and when required and other features pertinent to minimizing overall system obsolescence during contract period.
- iv. Providing dedicated MPLS Ports with 1:1 committed data rate at the Central location (NATGRID New Delhi) and 1:1 committed information rate at other locations.
- v. Supply, Installation, Configuration, Commissioning and Maintenance of last mile, modems, etc. during contract period.
- vi. Provisioning of Last Mile with route diversity from all locations to the Service Provider's nearest PoP.
- vii. The layer 3 MPLS VPN should be fully secured and should fulfil the security requirement as per Information Technology Act applicable during contract period.
- viii. IPv6 Compliance: The network should be fully IPV4 IPv6 compliant and capable to run both IPv4 & IPv6 concurrently on the network as and when needed.
- ix. The proposed network should support voice over IP Video Conferencing applications.
- x. For better scalability, flexibility & inter-operability, the service provider shall run dynamic routing protocol in the network.
- xi. The network should offer Quality of Service (QoS) for various applications running in NATGRID network. It should also be possible to prioritize certain traffic on these links.
- xii. NATGRID will provide space & raw AC power supply points for end equipments to be provided by MPLS provider at all locations.

- xiii. NATGRID will use hub & spoke topology hence traffic from 7 user agencies will aggregate on 1 link terminating at NATGRID's router & traffic from 1 providing organisation will aggregate on other link terminating at different NATGRID's router over both copper and SFP based optical fibre interface.
- xiv. NATGRID will also deploy IP layer encryptor. Hence all information related to MPLS protocol should be catered into the IP header of IP packet only.
- xv. Service provider should offer end-to-end managed VPN connectivity for provocatively monitoring for Packet drop issue, Latency issue, service disruption issue. In the managed service, automatic complaint will be booked by the system for each service failure with intimation to user.

5.2.2 Network Management

- i. The Service Provider shall do proactive monitoring and fault management of the network on an End-to-End basis remotely from its own 24x7 Network Operations Center (NOC) and provide the following link wise report on monthly basis:
 - a) Link downtime uptime analysis report.
 - b) Traffic monitoring, bandwidth utilization report with committed information rate for all links and MPLS ports.
 - c) Network availability reports as per Service Level Parameters defined.
 - d) Throughput, Latency, Jitter for all the locations
- ii. Network monitoring services should be available to NATGRID from the bidder and should comprehensively address all the issues relating to performance, availability and uptime etc.
- iii. The Network availability reports will be submitted along with each invoice for the given period.

5.2.3 Security of MPLS Network

- i. The Network should have safeguards and security against unauthorized access, tapping and sniffing of data on the WAN.
- ii. A separate VPN is to be created only for NATGRID network and in no way the VPN should be shared with other customers sharing the MPLS backbone. All routing at MPLS Backbone should be on Labels and no IP routing is acceptable. NATGRID MPLS Network must be accessible to NATGRID authorized nodes only.
- iii. The Service provider MPLS VPN network should be fully isolated from Internet traffic even if running on the same core backbone. It is desired that same PE Router does not run both customer MPLS VPN traffic and Internet traffic. The MPLS-VPN network offered to NATGRID should not carry any internet routes.

5.2.4 Acceptance Test Procedure

- i. The acceptance test shall involve successful commissioning of connectivity at all the sites connected under MPLS network. The said connectivity shall be checked for a minimum period of 72 hrs for the availability and stability and its end to end communication for the purpose of data transfer and other application as well as meeting the SLA parameters as specified.
- ii. On the successful completion of Acceptance Test and after the committee so constituted by NATGRID to conduct the said acceptance test is satisfied with the working of the system, the acceptance certificate signed by the authorized representative(s) of NATGRID and will be issued to the successful bidder.
- iii. The Lol of the links will be released location wise by NATGRID based on actual requirements.

5.2.5 Maintenance & shifting of MPLS links

- i. The Service Provider shall undertake periodic preventive maintenance of the links during the contract period.

- ii. In case the Service Provider's equipments are required to be shifted within the same premises of U.A. PO or NATGRID locations, it will be done free of cost.
- iii. In case of shifting at new locations, NATGRID will pay shifting charges as discovered.

Note - NATGRID will nominate Single Point of Contact (SPOC) at all the locations which will coordinate with Central IT team during the ATP.

5.2.6 Service level Parameters

WAN is up all the time. The minimum performance acceptable and penalty on Service Level Agreement (SLA) will be as follows:

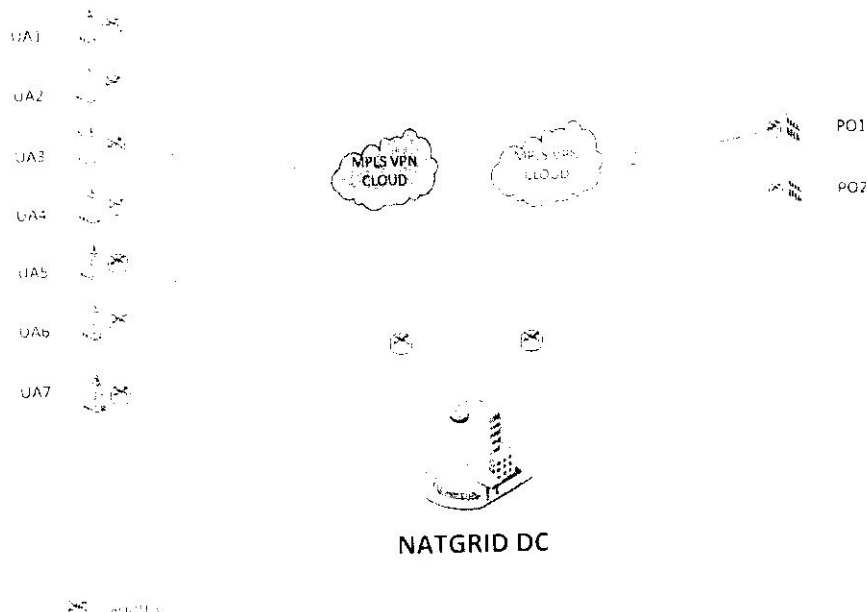
S. No	Service Level Parameter: SLA	Min Requirement per month per location												
1.	End-to-End (CPE to CPE) Network availability at All Locations	99.50% (Monthly average)												
2.	End-to-End Network Mean Time to Repair (MTTR)	Minor breakdown restoration time within 1 hour of booking complaint. Major breakdown not more than 12 hrs of booking complaint.												
3.	Packet Loss in each link	Less than or equal to 0.01 %												
4.	End to End Max. Packet Latency	Less than or equal to 30 msec												
5.	End to End Max. Network Jitter	Less than or equal to 1 msec												
6.	If the reliability of link is less than 97%, then the line will be considered as DOWN for the reported period.													
7.	MPLS IPsec link should be fully secured													
8.	24x7 Helpdesk at Vendors NOC.													
9.	<p>(a) Bidder should give uptime guarantee of as mentioned in the Point (1) of SLA on monthly basis for each location. In case uptime falls below the guaranteed level, NATGRID will impose a penalty on a monthly amount as per below matrix for each link.</p> <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>Uptime</th> <th>Penalty in % of total Monthly payment (proposed)</th> </tr> </thead> <tbody> <tr> <td>>= 99.5</td> <td>0%</td> </tr> <tr> <td>> 99.0 to < 99.5</td> <td>5%</td> </tr> <tr> <td>> 98.5 to 99.0</td> <td>10%</td> </tr> <tr> <td>> 97.0 to 98.5</td> <td>15%</td> </tr> <tr> <td>Below 97.0</td> <td>20%</td> </tr> </tbody> </table> <p>Note: No Bonus or additional sums shall be payable if the network availability is more than 99.5%.</p> <p>(b) In addition to above uptime penalty if the service provider fails to meet the average SLA of all the locations in scope below 97.0% for two consecutive quarters or more than an additional penalty of 10% will be charged from the second consecutive quarter till the serviceability becomes greater the 97.0%. If this average SLA remains below 97.0% for three consecutive quarters NATGRID reserves the right to terminate the contract with a notice of one month. Service provider shall be bound to provide the services till such time until the services are smoothly transferred to new service provider.</p> <p>(c) In case of last mile link failure to NATGRID at Delhi, all the locations connected will be treated as down and penalty, as defined above, will be applicable till all the last mile connectivity</p>		Uptime	Penalty in % of total Monthly payment (proposed)	>= 99.5	0%	> 99.0 to < 99.5	5%	> 98.5 to 99.0	10%	> 97.0 to 98.5	15%	Below 97.0	20%
Uptime	Penalty in % of total Monthly payment (proposed)													
>= 99.5	0%													
> 99.0 to < 99.5	5%													
> 98.5 to 99.0	10%													
> 97.0 to 98.5	15%													
Below 97.0	20%													

	<p>is restored.</p> <p>(d) In case of link failure due to WAN Network hardware (maintained by the vendor) failure, appropriate penalty as specified above will be applicable. Also restoration of services shall comply as per minor & major breakdown SLAs.</p> <p>(e) Down time due to the following situations will not be considered for the purpose of penalty calculation for downtime:</p> <ul style="list-style-type: none"> • Link down due to power failure and CPE (Customer Premises Equipment) • Switch off at the respective locations. • Scheduled maintenance by the vendor, with prior intimation 	
10.	<p>Warranty/Guarantee</p> <p>i. The bidder shall guarantee that the items supplied under this contract shall be in accordance with the contract specifications and shall have no defects arising out of design, materials or workmanship and shall carry respective manufacture's standard warranty.</p> <p>ii. The supplier shall ensure that the equipment components being used should be brand new. No refurbished old equipments shall be used.</p> <p>iii. The supplier will be responsible for smooth functioning of the items for the period of the contract, from the date of commissioning of the links. The supplier must ensure that no major breakdown occurs due to manufacturing design material workmanship defect during the contract period. In case of any failure malfunctioning of the items, repair or replacement will be arranged by the supplier free of cost.</p>	

5.3 Technical Specifications

The MPLS links should be secured and dedicated without any interference or merging traffic to internet.

5.4 High Level indicative connectivity diagram and Bandwidth requirement (excluding connectively at SI No. 12 & 13)



[Handwritten signature]

SL No.	Location	Bandwidth requirement	Location Address
MPLS Network-1			
1.	NATGRID-UA	20 Mbps	1 st Floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi-110001
2.	UA1	2 Mbps	DGIT(Inv.) New Delhi, C-Block, Civic Centre, New Delhi-110002
3.	UA2	2 Mbps	Cabinet Secretariat. Paryawaran Bhawan, CGO Complex, New Delhi
4.	UA3	2 Mbps	Intelligence Bureau, Room No. 1082, Wing 8,Block C. 35, Sardar Patel Marg, New Delhi-110021
5.	UA4	2 Mbps	Narcotics Control Bureau Headquarters, West Block No. 1, Wing 5, 1st Floor, Sector-1, R.K. Puram, New Delhi-110066
6.	UA5	2 Mbps	DGGI, Wing No.6, West Block-8, Sector-1,R.K.Puram, New Delhi
7.	UA6	2 Mbps	FIU-India, 6 th floor, Hotel Samrat, Kautilya Marg, Chankya puri, New Delhi-110021
8.	UA7	2 Mbps	NIA, NIA Building, Opposite CGO Complex, Lodhi Road, New Delhi-110003
MPLS Network-2			
9.	NATGRID - PO	10 Mbps	1 st Floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi-110001
10.	PO1	2 Mbps	MEA Data Centre, Saraswati Vihar, New Delhi.
11.	PO2	2 Mbps	BOI Data Centre, R.K. Puram, New Delhi
MPLS Network-3			
12.	NATGRID IPI	10 Mbps	NATGRID Office, Andheria Mod, New Delhi.
13.	NATGRID IP2	10 Mbps	STS BSF Road, Kattigenahalli, Air Force Station (PO), Yelahanka, Bengaluru

6. BID EVALUATION & AWARD OF CONTRACT

6.1 Bank Details: NATGRID shall be making all payments electronically, including refund of Bid Security (EMD). For this purpose, all bidders shall enclose copies of the appropriate mandate form containing their bank details with the EMD.

6.2 Clarification of Bids:

- a) To assist in the examination, evaluation and comparison of technical bids, NATGRID may ask bidders individually for clarification of their bids, including breakdowns of unit prices. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought, offered or permitted, except as required to confirm the correction or arithmetical errors discovered by NATGRID during evaluation of the bids.
- b) Any action on the part of any bidder to influence any NATGRID officer in the process of examination, clarification, evaluation, and comparison of bids, and decision concerning award of contract, or canvassing in any form, shall make the tender liable for rejection.

6.3 Bid Responsiveness:

- a) NATGRID will determine the substantial responsiveness of each bid with respect to the bid documents. A substantially responsive bid is one which conforms to all terms and conditions of the bid documents without material deviations.
- b) The following deviations will be deemed material deviations:
 - i. Non-submission of appropriate Bid Security;
 - ii. Bid-validity period less than that stipulated in this tender document; and
- c) NATGRID's determination of a bid's responsiveness will be based on the contents of the bid itself without recourse to extrinsic evidence.
- d) A bid determined as substantially non-responsive will be rejected by NATGRID and shall not be considered beyond tender opening stage by correction of the non-conformity.

6.4 EVALUATION OF FINANCIAL BIDS :

- a) Bids determined to be substantially responsive will be checked by NATGRID for any arithmetical errors in computation and summation. Errors will be dealt by NATGRID as follows :-
 - i. Where there is discrepancy between rates amounts given in figures and in words, the rates amounts given in words will prevail.
 - ii. Incorrectly added totals will be corrected.
 - iii. In case there is any inconsistency between the unit rate and the total price (after multiplication with the tender quantity), the unit rate quoted shall prevail.
- b) NATGRID shall evaluate the financial bids of eligible bidders to determine the L-1 bidder on the basis of lowest grand total cost (P) of all items in the financial-price bid form.
- c) For the evaluation of Financial bids, the total bid price (all inclusive basis) for individual bidder shall be arrived taking in to account the following:

One time charges (inclusive of GST) + annual recurring charges (inclusive of GST) + one time shifting charges (inclusive of GST) for establishing following links:-

- i) MPLS Network 1 Links - 08
- ii) MPLS Network 2 Links - 03
- iii) MPLS Network 3 Links - 02

- d) The bidder shall note that while the ranking of financial bids shall be based upon the total bid price arrived in aforesaid fashion, the Purchaser shall place order for installation of MPLS links and their maintenance over service requirement period (as defined at Clause 4.2 of RFP). However, the Purchaser reserves right to order the contractor in phased manner for shifting one/more MPLS link(s), for which the payment shall be made on the basis of one time shifting charges agreed between the contractor and NATGRID.

6.5 AWARD OF CONTRACT:

- a) **Letter of Award:** NATGRID will notify the successful bidder by post or by fax or e-mail that his/her bid has been accepted
- b) **Letter of Acceptance:** Within 7 days of receipt of notification of award, the successful bidder shall furnish Letter of Acceptance to NATGRID conveying willingness to accept the work supply order in accordance with the provisions of this tender and the Letter of Award.
- c) **Selection of Firm:** In case L-1 bidder does not submit Letter of Acceptance as above, the tender will be scrapped and fresh tender will be called for.

- #### **6.6 SIGNING OF CONTRACT:**
- Within 7 days of submission of Letter of Acceptance, the successful bidder shall prepare and submit to NATGRID the Contract Agreement on the basis of the format provided. After receipt of Performance Security as per clause 6.5, NATGRID shall return the Agreement after scrutiny, and the successful bidder shall get the same engrossed, have the correct amount to stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the successful bidder, all at his own cost, within two weeks from the receipt of the approved Agreement.

6.7 PERFORMANCE SECURITY:

- a) The successful bidder should arrange to have performance security amounting to 10% of the awarded contract value furnished within 7 days of submission of draft Contract Agreement in the case of contracts covered by clause 6.6.
- b) Subject to any provision elsewhere in the contract regarding forfeiture or appropriation in full or part thereof, the performance security shall be released at the time of expiry / non-renewal / termination of the contract warranty.
- c) The performance security may be either in the form of an Account Payee Demand Draft in favour of Pay & Accounts Officer, NATGRID, New Delhi, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank.
- d) In case Bank Guarantee is furnished as performance security, the same should be valid by more than sixty (60) days after the expiry of contract/warranty. The Bank Guarantee, furnished as performance security, should be sent to NATGRID by the concerned Bank, and not by the bidder itself.
- e) NATGRID has the right to encash appropriate the whole amount of performance security in accordance with the contract conditions and also to deduct any amount due from the contractor at the time of the termination expiry of the contract warranty.

6.8 BID SECURITY

- a. The bid security/EMD submitted along with the bid shall be refunded to the successful bidder after furnishing of Performance Security.
- b. Bid Security (EMD) of unsuccessful bidders shall be refunded after signing of contract with successful bidder.
- c. Bid Security shall be forfeited in the following circumstances:
 - i. If bidder withdraws bid after opening of bids
 - ii. If bidder fails to accept contract after award
 - iii. If bidder awarded contract fails to furnish performance security within the time limit specified.

A handwritten signature in black ink, appearing to be 'C. S.', is located at the bottom center of the page.

SECTION 7

Financial / Price bid

The bidder has to quote for items at S. No. (1) to (17) of the following Table.

(Amount in Rupees)

Sr. No.	Description	Quantity	One time charges per Unit [Exclusive of GST]	Applicable GST (in %)	One time charges per Unit [Inclusive of GST]	Total One time charges [in Rs. inclusive of GST]
One time charges for establishing individual MPLS Link:						
MPLS Network-1						
(A)	(B)	(C)	(D)	(E)	(F)= D x [1+(E/100)]	(G)= F x C
1.	20 MBPS at 1 st Floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi-110001	1				
2.	2 MBPS at DGIT(Inv.) New Delhi, C-Block, Civic Centre, New Delhi-110002	1				
3.	2 MBPS at Cabinet Secretariat, Paryawaran Bhawan, CGO Complex, New Delhi	1				
4.	2 MBPS at Intelligence Bureau, Room No. 1082, Wing 8, Block C, 35, Sardar Patel marg, New Delhi-110021	1				
5.	2 MBPS at Narcotics Control Bureau Headquarters, West Block No. 1, Wing 5, 1st Floor, Sector-1, R.K. Puram, New Delhi-110066	1				
6.	2 MBPS at DGGI, Wing No.6, West Block-8, Sector-1, R.K. Puram, New Delhi	1				
7.	2 MBPS at FIU-India, 6th floor, Hotel Samrat, Kautilya Marg, Chankya puri, New Delhi-110021	1				
8.	2 MBPS at NIA, NIA Building, Opposite CGO Complex, Lodhi Road, New Delhi-110003	1				
MPLS Network-2						
9.	10 MBPS at 1 st Floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi-110001	1				
10.	2 MBPS at MEA Data Centre, Saraswati Vihar, New Delhi,	1				
11.	2 MBPS BOI Data Centre, R.K. Puram, New Delhi	1				
MPLS Network-3						
12.	10 MBPS at NATGRID Office, Andheria Mod, New Delhi.	1				
13.	10 MBPS at STS BSF Road, Kattigenahalli, Air Force Station (PO), Yelahanka, Bengaluru	1				

M = Sum of Total One time charges [in Rs. inclusive of GST] for Item No.1 to 13 above, inclusive of GST:

Annual Recurring Charges for the above listed Links:

Sr. No.	Description	Quantity	Annual Recurring charges for one Unit (exclusive of GST)	Applicable GST (in %)	Annual Recurring charges for links (inclusive of GST)	Total of annual Recurring charges for links (inclusive of GST)
(A)	(B)	(C)	(D)	(E)	(F) = D x [1+(E/100)]	(G) = F x C
14.	Annual Recurring charges for 2 Mbps Link	9				
15.	Annual Recurring charges for 10 Mbps Link	3				
16.	Annual Recurring charges for 20 Mbps Link	1				

N = Total of Annual Recurring charges (inclusive of GST) for the item at S. No.14 to 16 above, inclusive of GST:

One time Shifting charges per MPLS Link :

Sr. No.	Description	One time shifting charges per link (exclusive of GST)	Applicable GST (in %)	Total one time shifting charges per link (inclusive of GST)
(A)	(B)	(D)	(E)	(F) = D x [1+(E/100)]
17.	One time Shifting charges per MPLS Link [Payable for shifting MPLS link from original installation premise to a new premise of UA, PO or NATGRID within Delhi]			

O = One time Shifting charges for shifting the MPLS links [from its original installation premises to a new premise of UA, PO or NATGRID within Delhi]

P = Total bid price (All Inclusive basis) i.e. [M] + [N] + [O] (in digits and words)

Note:

- (i) Individual bidder shall quote prices considering possibility of utilization of their existing infrastructure (if any) provided to NATGRID for the requirement and L-1 bidder will be determined on the basis of the lowest total bid price quoted for all the items in the Financial Bid Form.
- (ii) One time charges shall include permission for civil and construction charges, license charges, last mile media charges etc.
- (iii) The Annual Recurring Charges shall include bandwidth charges, port charges, CPE not limited switch, routers, cables, modem etc.
- (iv) In case there is any down changes in tariff rates of bandwidth for MPLS as per FRAI, the bidder will pass on the same to NATGRID.
- (v) If any location is closed during the project duration, payment would be made on a pro-rata basis.
- (vi) The scope of work also includes establishing the last mile at location listed in Table in price bid, any permission from building owners/area and cost thereof if any.
- (vii) The bidder is to ensure the bandwidth is expandable and available on demand.

- (viii) Total sum should cover all charges including charges of router or any terminating equipment, redundant last mile charges, router management charges, port access charges and any other charges as per the technical requirement of each site as per Table.
- (ix) The interested parties should visit as per the requirement of each site he interested parties should visit/inspect all locations in-order to get them well acquainted with the requirement of each location and bid accordingly.
- (x) For each MPLS link Bandwidth rate card/ rate contract to remain valid for a service contract period reckon from the date of work order and start of operations of the **individual MPLS Link** after mobilization and establishment as per the scope of work.
- (xi) Purchaser reserves the right to place complete or partial supply order on the contractor for the above items as per the requirements of NATGRID over the service requirement period. The above quoted rates are only a standing offer given by the bidder and in no way binds purchaser for placing the supply order.

(Signature of the Bidder/Authorized representative)

.....



8. Standard FormsFORM-I**Form 1: Bid Submission Letter**

<<Signed copy on company letterhead>>

[Date]

To,

Deputy Director (P&CM),
National Intelligence Grid (NATGRID)
1st floor, Shivaji Stadium Annexe,
Shaheed Bhagat Singh Marg, Connaught
Place, New Delhi – 110001

Dear Sir,

Ref: **Response to "Limited Tender Enquiry (LTE) for "Provisioning of Bandwidth and setting up of IP MPLS L3 VPN at various NATGRID nodes"**

Having examined the Limited Tender, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the **Limited Tender Enquiry (LTE) for "Provisioning of Bandwidth and setting up of IP MPLS L3 VPN at various NATGRID nodes"** as required and outlined in the LTE for the NATGRID Project and agree to abide by this response for a period of 90 days from the last date for submission of bid response.

The following persons will be the authorized representative of our company/organisation for all future correspondence between the National Intelligence Grid and our organisation till the completion of the procurement process.

Correspondence Details	Primary Contact	Secondary Contact
Name:		
Title:		
Company Name:		
Address:		
Phone:		
Mobile:		
Fax:		
E-mail:		

We fully understand that in event of any change in our contact details, it is our responsibility to inform the NATGRID about the new details. We fully understand that the NATGRID shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication from the NATGRID to us in the event of reasonable prior notice of any change in the authorized person(s) of the company is not provided to the NATGRID.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to the NATGRID is true, accurate.

verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead NATGRID in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process, we are liable to be disqualified from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the Limited Tender document.

We agree that you are not bound to accept any response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the bid response.

It is hereby confirmed that I/We are entitled to act on behalf of M/s..... and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of <Month> <Year>

(Signature of Authorized Signatory)

Name:

Designation:

Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of Bidder)

Seal/Stamp of bidder



DETAILS OF BANK ACCOUNT

(RTGS/NEFT facility for receiving payments)

Sl.No.	Particulars	To be filled by the bidder
1.	Name(s) of Account Holder(s)	
2.	Address of Account Holder(s)	
3.	Name of the Bank	
4.	Name and Address of Branch	
5.	IFSC Code	
6.	MICR Code	
7.	Account Number	
8.	Type of Account	

I/We, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I/we would not hold NATGRID responsible.

(Signature(s) of account holder(s))
Name(s) of Account holder(s)

SIGNATURE OF BIDDER/ Authorized representative

Financial Bid Undertaking (on letter-head of the bidder)

UNDERTAKING

I submit the Financial Bid for "*Provisioning of Bandwidth and setting up of IP MPLS L3 VPN at various NATGRID nodes*" as envisaged in the Tender document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Limited Tender document, and agree to abide by them.

3. I offer the price(s) as indicated in the Financial Bid inclusive of all applicable taxes.

(Signature of the Bidder/Authorized representative)

A handwritten signature in black ink, consisting of a stylized, cursive script.

Format of Indemnity

[to be filled in by the successful Bidder only]

Format of Indemnity (to be furnished in Stamp Paper as per Stamp Act)

This deed of Indemnity executed by hereinafter referred to as 'Indemnifier' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representative and assignees in favour of NATGRID, hereinafter referred to as the 'Indemnified' which expression shall unless repugnant to the context of meaning thereof, include its successors and assignees witnesses as to.

Whereas the indemnified herein has awarded to the Indemnifier herein a purchase order for the on the terms and conditions set out interalia in the Purchaser's order No valued at Rs. (Rupees only).

The Indemnifier hereby indemnifies NATGRID from and against any costs/ losses/ damages/ expenses and/ or claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract Period.

Station:

Date:

For

.....

Signature

Name, seal, designation and date.

Witness:

1.....

Signature with Name, Designation and Address.

2.....

Signature with Name, Designation and Address.

