

## **Request for Proposal (RFP)**

**For**

**Selection of service provider for providing telecom services at NHIDCL Headquarter,  
Corporate Office, Regional Offices, Project Monitoring Units and Site Offices  
(Second Call)**

**February' 2020**

**National Highways & Infrastructure Development Corporation Ltd.  
PTI Building, 3rd Floor  
4, Parliament Street  
New Delhi-110001**

## **Disclaimer**

The information contained in this RFP document (the “RFP document”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of NHIDCL or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP document and such other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is neither an offer nor invitation by NHIDCL to the prospective Bidders or any other person. The purpose of this RFP document is to provide interested parties with information that may be useful to them in making their technical/ financial offers (“Bid(s)”) pursuant to this RFP document. This RFP document includes statements, which reflect various assumptions and assessments arrived at by NHIDCL in relation to the Project. Such assumptions, assessments, and statements do not purport to contain all the information that each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for NHIDCL, its employees or advisors to consider the investment objectives, financial situation, and particular needs of each party who reads or uses this RFP document. The assumptions, assessments, statements and information contained in this RFP document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability, and completeness of the assumptions, assessments, statements, and information contained in this RFP document and obtain independent advice from appropriate sources.

Information provided in this RFP document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NHIDCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

NHIDCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP document. NHIDCL may in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information, assessment or assumptions contained in this RFP document.

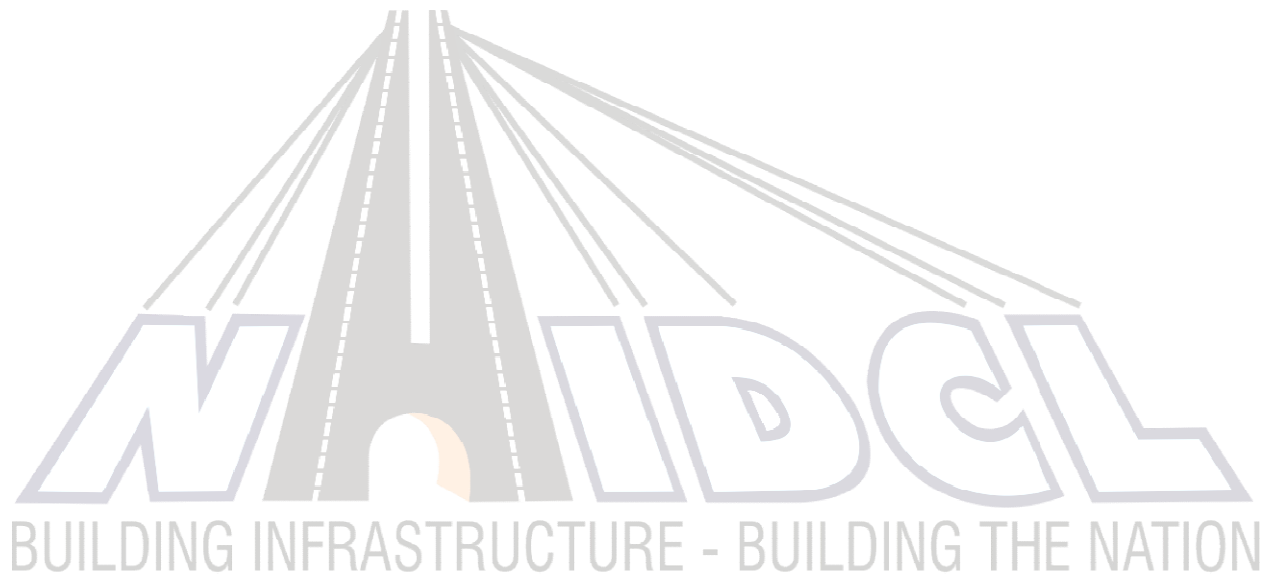
The issue of this RFP document does not imply that NHIDCL is bound to select a Bidder or to appoint the Successful Bidder for the Project and NHIDCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all their costs associated with or relating to the preparation and submission of their Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NHIDCL or any other costs incurred in connection with or relating to Bid. All such costs and expenses will remain with the Bidder and NHIDCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

## **Document Composition**

This RFP Documents comprises for following parts.

Part-I	Instructions to Bidders
Part-II	Terms of Reference
Part-III	Formats for Bid Submission
Part-IV	Draft Format of Contract Agreement
Part-V	Service Level Requirement



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# **PART-I**

## **INSTRUCTIONS TO BIDDERS**

## **NOTICE INVITING TENDER**

(National Competitive Bidding through e-Tendering mode only)

National Highways & Infrastructure Development Corporation Limited (NHIDCL), a Public Sector Undertaking under the Ministry of Road Transport & Highways, Govt. of India, intends to engage a Service Provider for **providing telecom services at NHIDCL Headquarter, Corporate Office, Regional Offices, Project Monitoring Units and Site Offices.**

2. The project shall be to Provide Wide Area Network (WAN) at NHIDCL offices and maintaining the same as “**Solution as service model**” The period of engagement shall initially be Three (3) years. This may be extended, at the mutual discretion of either **party**, for another two (2) years subject to satisfactory services and continued requirement of NHIDCL.
3. The estimated Cost is Rs. 6.19 Cr.
4. The e-Bids shall be submitted online at e-tender portal **<https://eprocure.gov.in> latest by 11.03.2020 before 15:00 Hrs (the bid due date)**. Bid shall be valid for 120 days w.e.f. bid due date. Detailed RFP document may be seen/ downloaded from NHIDCL website **[www.nhidcl.com](http://www.nhidcl.com)**/ e-tender portal: **<https://eprocure.gov.in>**. Amendments/ Corrigendum, if any, will be hosted on the NHIDCL website as well as **<https://eprocure.gov.in>**. For any query regarding empanelment, prospective Bidders may contact:

**A. Chandrasekhar**  
**General Manager (Toll, Coordination, IT & Skill development)**  
NHIDCL, 3rd floor, PTI Building,  
4, Parliament Street, New Delhi-110001.  
**Phone: +91-11-2346-620**  
**Email: [ac.sekhar65@gov.in](mailto:ac.sekhar65@gov.in)**

### **SCHEDULE OF IMPORTANT EVENTS / ACTIVITIES**

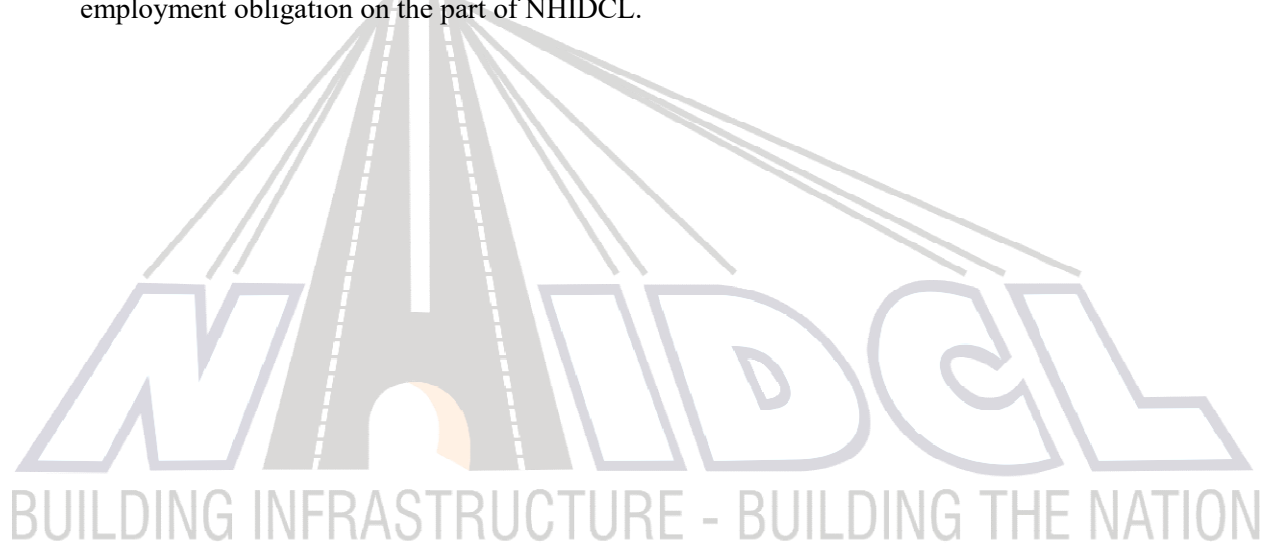
<b>S. No.</b>	<b>Event Description</b>	<b>Date</b>
1.	Invitation of RFP (NIT)	10.02.2020
2.	Last date for receiving queries	20.02.2020 at 14.00 Hrs
3.	Pre-Bid meeting at NHIDCL HQ	20.02.2020 at 15.00 Hrs
4.	Authority responses to queries latest by	24.02.2020 at 15.00 Hrs
5.	Bid Due Date	11.03.2020 at 15.00 Hrs
6.	Physical submission of requisite documents as per RFP	12.03.2020 at 15.00 Hrs
7.	Opening of Technical at NHIDCL HQ	12.03.2020 at 15.30 Hrs
8.	Declaration eligible / qualified Bidders	within 7 days from Bid Due Date
9.	Opening of Financial Bid	within 10 days from Bid Due Date
10.	Letter of Award (LOA)	Within 25 days of Bid Due Date
11.	Validity of Bid	120 days from Bid Due Date

## 1. TENDER APPLICATION FEE, BID SECURITY AND GENERAL TERMS OF BIDDING

- 1.1 Bidder should pay **Tender Application Fee** (non-refundable) **INR 5,000/- (Rupees Five Thousand)** only in the form of Demand Draft/ Banker's Cheque/ Pay order, drawn on a scheduled bank in India and payable to "Managing Director, National Highways & Infrastructure Development Corporation Limited" payable at New Delhi.
- 1.2 The **Bid Security** of **INR 4,00,000/- (Rupees Four Lakh only)** shall be furnished in the form of Demand Draft/ Banker's Cheque/ Pay order, drawn on a scheduled bank in India and payable to "**Managing Director, National Highways & Infrastructure Development Corporation Limited**" payable at New Delhi or the Bidders will have an option to provide Bid Security in the form of bank guarantee as per format prescribed in this document and in such event, the validity period of the bank guarantee, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the NHIDCL and the Bidder from time to time. NHIDCL shall not be liable to pay any interest on the Bid Security deposit.
- 1.3 Any bid *not accompanied* by an acceptable Bid Security and / or Tender Application Fee in the prescribed manner shall be summarily rejected.
- 1.4 The Bid Security of all unsuccessful bidders shall be returned without interest normally within 30 days after finalization of the tender process i.e. signing of the Contract Agreement with the successful bidder. The bidder should indicate details of their bank account number for crediting the refund of bid security through ECS (RTGS/NEFT). This information should be provided in the technical bid.
- 1.5 **FORFEITURE OF BID SECURITY:** The Bid Security shall be forfeited and/ or appropriated by NHIDCL as mutually agreed genuine pre-estimated compensation and as damages payable to NHIDCL for, *inter-alia*, time, cost and effort of NHIDCL without prejudice to any other right or remedy that may be available to NHIDCL under the provisions in the RFP and/or under the Contract, or otherwise, under the following circumstances:
  - (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; or
  - (b) If the Bid is withdrawn during the intervening period between the bid due date and the expiration of the Bid Validity; or
  - (c) If the bidder tries to influence the evaluation process; or
  - (d) If a Bidder having been notified Successful Bidder by NHIDCL with the issuance of Letter of Award (LOA) during the bid validity period:
    - (i) Fails or refuses to furnish the Performance Security, in accordance with the conditions of RFP; or
    - (ii) Fails or refuses to execute/sign the Contract within the stipulated time frame.
- 1.6 No Bidder shall submit more than one Bid for the Project.
- 1.7 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.



- 1.8 The Bidding documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 1.8 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 1.9 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of this Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.
- 1.10 The service provider would be expected to provide technical professional support for providing Telecom Services. Such support would be for a definite period and will not amount to any kind of employment obligation on the part of NHIDCL.



## 2. ELIGIBILITY AND PRE-QUALIFICATION CRITERIA

### 2.1 Bidders must fulfill the criteria listed below.

#### A. ELIGIBILITY CRITERIA:-

The Criteria for selection of the Service Provider shall be as under. **All criteria mentioned need to be complied by the Bidder.** Any Bidder, not meeting any of the criteria shall be treated as non-responsive.

2.1.1. An applicant (referred to as “Bidder”) may be an individual or a firm or a company incorporated and registered in India under the Companies Act, 1956 and operating in India for the last three years.

2.1.2. A Bidder blacklisted/ declared ineligible by Ministry of Road Transport & Highways, Government of India or its executing agencies like NHAI, NHIDCL etc. shall be ineligible to apply for participating in this RFP.

*Self-declaration to this effect shall be submitted as part of the Bid.*

2.1.3. A Bidder determined non-performing or having been terminated any project during last three years by Ministry of Road Transport & Highways, Government of India or its executing agencies like NHAI, NHIDCL etc. will not be eligible to participate in this RFP.

*Self-declaration to this effect shall be submitted as part of the Bid*

2.1.4. **Financial Strength:** The Bidder’s average annual financial turnover should be Rs. 5 Crores or more during last three financial years i.e. 2016-2017, 2017-2018 & 2018-2019.

Documentary proof in the form of a certificate from the Company Secretary or statutory auditor/ chartered accountant as per the specified format (Form-T6) shall be submitted to substantiate the requisite Financial Strength of the Company. Certificates, which are not in specified format or are issued with date prior to the Notice Inviting Tender, shall not be considered and the Bid accompanying such certificates is likely to be declared non-responsive.

2.1.5. The Bidder should have valid telecom license [Internet Service Provider (ISP) / Unified Access Services (UAS) and/ or National Long Distance (NLD)] for providing Internet leased line connectivity and MPLS VPN connectivity services all over India.

*A self-declaration statement containing information to support the above requirement signed by authroised signatory of the Bidder along with the documentary proof of the same shall be enclosed in the technical proposal as per proforma [Form-T9].*

The Bidder shall be Telecom Service Provider involved in provision of similar nature of work i.e. Commissioning of Wide Area Network on MPLS technology to its clients in Government or PSU or private organization of repute. Total value of works completed by the Bidder to be not less than Rs 6 Crore out-of-which at-least one should be at least Rs. 3 Crore, during last three financial years.

*In case the Bidder is a company, the main objects of the Memorandum of Association of the Bidder should substantiate that in the ordinary course of its business, the Company is engaged in providing similar services in the information technology field. A self-declaration statement signed by authroised signatory of the Bidder shall be enclosed with other supporting documents in the technical proposal as per proforma.*

Even though the Bidders meet the qualifying criteria, they are subject to be disqualified if they have:-

- (a) made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- (b) record of poor performance such as abandoning the works, not properly completing the Contract, inordinate

delay in completion, delay in payment of salary to its staff deployed to client's site, litigation history, or financial failures etc.;

- (c) submitted a Bid which is not substantially responsive to the requirements stated in the Tender Document.

## 2.2 Conflict of Interest:

2.2.1 A Bidder shall not have a conflict of interest that may affect the bidding process (the "***Conflict of Interest***"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, NHIDCL shall forfeit and appropriate 5% of the value of Bid Security as mutually agreed genuine pre-estimated loss and damage likely to be suffered and/or incurred by the NHIDCL and not by way of penalty for, *inter alia*, the time, cost and effort of NHIDCL including consideration of such Bidder's Bids, without prejudice to any other right or remedy that may be available to NHIDCL hereunder or otherwise.

2.2.2 NHIDCL requires that the selected Bidder provides professional, objective and impartial advice and at all times hold NHIDCL's interest's paramount, avoid conflicts with other assignments or its own interests. The selected bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of NHIDCL.

2.2.3 A Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

- i. a constituent of Bidder is also a constituent of another Bidder; or
- ii. Such Bidder, its member or its associate receives or has received any direct or indirect subsidy or grant from any other Bidder, its member or its associate; or
- iii. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- iv. Such Bidder, its member has a relationship with another Bidder, its member, directly or through common third parties, that puts them in a position to have access to each other's information about the bids, or if they actually share or access each other's information regarding the bids or to influence the bid of either or each of the other Bidder; or
- v. There is a conflict among this and other assignments of the Bidder (including its member, associates, personnel and subordinates) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing services to NHIDCL for this particular assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- vi. a Company/firm which has been engaged by the Authority to provide goods and/or works and/or services for a project, and its associates, will be disqualified from providing consulting services for the same project and/or associated services, conversely, a firm hired

to provide services for the preparation or implementation of a project, and its associates, will be disqualified from subsequently providing goods or works or services related to the same project and/or associated services; or

- vii. Bidders should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Bidders should avoid both actual and perceived conflict of interest; or
- viii. The Bidder, its member or Associate (or any constituent thereof) and any other Bidder, its member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the director in direct shareholding of a Bidder, its member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25%(twenty five percent) of the paid up and subscribed capital; of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 25% (Twenty five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/2013. For the purposes of this Clause 2.2.3, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- ix. For purposes of this RFP Document, Associate means, in relation to the bidder, a person who controls, is controlled by, or is under the common control with such bidder. As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract

2.2.4 The normal way to identify conflicts of interest is through self-declaration by the Bidder. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of NHIDCL. All conflicts must be declared as and when the Bidder becomes aware of them.

## **CLARIFICATION REGARDING RFP DOCUMENT**

- 3.1 A prospective Bidder requiring any clarification regarding the RFP may notify NHIDCL in writing or e-mail at NHIDCL's address indicated in the invitation to Bid. NHIDCL will respond to any request for clarification which is received before the pre-Bid meeting.

### **3.2 PRE-BID MEETING**

- a) The Bidder or his authorized representative is invited to attend a pre-Bid meeting which will take place at NHIDCL, 3rd floor, PTI Building, 4-Parliament Street, New Delhi-110001 as mentioned in the Schedule of Events.
- b) The purpose of the meeting will be to clarify issues and to answer questions on any matter pertaining to this RFP document. All Bidders are requested to go through the RFP document carefully and submit any queries/ clarifications addressed to the General Manager (IT) in the format prescribed in Part III. The Bidder is requested to submit any questions / queries by email in editable doc. at [ac.sekhar65@gov.in](mailto:ac.sekhar65@gov.in) so as to reach NHIDCL well before the scheduled meeting.
- c) Clarifications to the queries will be hosted on NHIDCL's website/ e-tender portal only.
- d) Any modification in the RFP document which may become necessary as a result of the deliberations in the pre-Bid meeting shall be made by NHIDCL separately through issue of an Addendum/ Amendment will also be hosted on NHIDCL's website/ e-tender portal.

## ACCESSING BID DOCUMENTS, PREPARATION AND SUBMISSION OF BID

4.1 Detailed RFP document can be viewed / downloaded from NHIDCL website/ e-tender portal.

4.2 Bidder(s) have to pay (a) the Tender Application Fee (non-refundable); and (b) Bid Security, in the prescribed manner.

### 4.3 ACCESSING/PURCHASING OF BID DOCUMENTS:

- (i) It is mandatory for all the Bidders to have class-III digital signature certificate (with both Signing and encryption certificate) (in the name of person who will sign the Bid) from any of the licensed Certifying Agency (“CAs”) [Bidders can see the list of licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in)] to participate in e-tendering.

The Authorized Signatory holding Power of Attorney (POA) or the person executing/delegating such POA shall only be the Digital Signatory. In other cases, the bid shall be considered non-responsive.

- (ii) To participate in the submission of the bid against the RFP, it is mandatory for the Bidders to get themselves registered with the e-tender portal<sup>2</sup> and to have user ID & password.
- (iii) For Help, please contact e-tendering Cell and Help Desk Support. Support staff at E-Tendering Help desk shall be available on all week days (Monday to Friday) from 09:30 AM to 6:00 PM except on Gazetted Holidays.

### 4.4 PREPARATION & SUBMISSION OF BIDS:

- (i) Detailed **RFP** may be downloaded from NHIDCL’s website and / or e-tender portal and bid shall be submitted online following the instruction appearing on the screen.
- (ii) The following documents shall be submitted in ORIGINAL to NHIDCL till the prescribed date & time for submission of Bids while uploading the soft copy on the CPP Portal.
  - a. Tender Application Fee in the manner prescribed.
  - b. Bid Security in the manner prescribed.
  - c. Original Power of Attorney in favour of Authorized Signatory in the Format prescribed in this document.
- (iii) The Financial bid shall be submitted online only in the prescribed format given on the e- tender portal. No other mode of submission is accepted.

4.5 **Bid Validity:** The bid should remain valid for a period of 120 calendar days from the bid due date. NHIDCL will make its best efforts to complete the evaluation process and work award within the bid validity period. Under exceptional circumstances, prior to expiry of the bid validity, NHIDCL may request bidder to extend the bid validity for specified additional period. Such request by NHIDCL and reply / response from bidder shall be in writing. The bidder(s) not agreeing to such extension will be allowed to withdraw their bids without forfeiture of their bid security.

4.6 **Bid Composition:** The Bid shall comprise the following:

**(a) PART 1 Document in original to be physically submitted at NHIDCL before prescribed time limits under schedule of important events / activities)**

The Documents as specified in Para 4.4(ii) above shall be placed in a sealed envelope. The envelope should bear the following identification:

“RFP for .....” and addressed to:

ATTN OF: Sh. A. Chandrasekhar  
DESIGNATION: General Manager (IT)  
ADDRESS: NHIDCL, 3rd floor, PTI Building,  
4, Parliament Street, New Delhi-110001  
E-MAIL: ac.sekhar65@gov.in

***The envelope should also bear the bidder's name & address.*** If the envelope is not sealed and marked as above, NHIDCL will assume no responsibility for the misplacement or premature opening of the contents of the envelope and consequent losses, if any, suffered by the Bidder. Such Bids may also be declared non-responsive.

**Notes:**

- (i) Documents as specified above, if received by NHIDCL after the prescribed deadline (bid due date) will be returned unopened to the Bidder
- (ii) If any requisite document/ certificate are not in the prescribed format the same shall not be considered while evaluating the Bids and the same may lead to Bid being declared as non-responsive.
- (iii) The Technical Bid shall not include any commercial quote.

**(b) PART 2 (Technical Bid to be uploaded on E-tender portal)**

- (i) Technical Bid comprising various formats Form T-1 to Form T-10 prescribed in Part III.
- (ii) Availability of telecom services/ major items of equipment to carry out the work in accordance with scope of work
- (iii) Stipulated documentary evidence attested by the authorised signatory in support of their claim for fulfilling the prescribed eligibility criteria and an undertaking on the bidder's letterheads to the fairness of these documents in support of their claim while submitting the Bids.
- (iv) Undertaking that the bidder has not been determined non-performing or having been terminated any of his project during last three years by Ministry of Road Transport & Highways, Government of India or its executing agencies like NHAI, NHIDCL etc.
- (v) Undertaking that the bidder has not been blacklisted/declared ineligible by Ministry of Road Transport & Highways, Government of India or its executing agencies like NHAI, NHIDCL etc.
- (vi) Self-declaration i.r.o. any conflict of interest prescribed under para 2.2 of eligibility criteria;
- (vii) Other documents



- a. A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate, inter-alia, duration of the assignment along-with start date & date of completion, contract amount, payments received, and firm's involvement;
- b. Copy of Certificate of Incorporation of Company;
- c. MoA and AoA of the Company / or other document showing object clause of the firm; and
- d. Deleted;
- e. Any other document providing additional information in respect of technical / financial strength as well as technical experience etc.

**(c) PART 3 Financial Bid (In the prescribed format on E-Tender portal of NHIDCL)**

- (i) Financial bid shall be submitted online on e-tender portal (eprocure.gov.in) on the prescribed format which may be downloaded well before the bid due date from e-tender portal.
- (ii) The bid should include all the charges payable in full compliance to the Scope of Work and other terms specified in the RFP document. No additional payments whatsoever are envisaged.
- (iii) The bid should include all statutory taxes/ levies / surcharge on tax etc. as well as GST. Any tax, and / or any other levies, if altered in future and payable under the law, the same shall be borne by the bidder.
- (iv) applicable GST (as applicable on services) shall not be reimbursed by NHIDCL; and
- (v) Bidder should note that Income tax payable by the Bidder is not reimbursable by NHIDCL. TDS will be applicable on all payments made by NHIDCL as per applicable law.
- (vi) In case of any difference in figures and words, the amount mentioned in words will prevail.

#### **4.7 COST OF BIDDING**

The Bidder shall be responsible for all the cost associated with the preparation and submission of their Bids including subsequent negotiation, visits to NHIDCL, project site etc. NHIDCL shall not be responsible in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

#### **4.8 LANGUAGE OF THE BIDS**

The Bid and all communications in relation to or concerning the RFP shall be in **English language**. No supporting document or printed literature shall be submitted with the Bid unless specifically asked for and in case any of the documents are in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretations of the Bid, the original documents attached with the bid or the information incorporated in the bid shall be final and binding.



#### **4.9 MODIFICATION /SUBSTITUTION/ WITHDRAWAL OF BIDS:**

- (i) The Bidder may modify, substitute or withdraw its e-bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- (ii) Any alternative/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- (iii) For modification or e-bid, bidder has to click on Edit Bid Option and resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.
- (v) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, bidder cannot re-submit e-bid again.

#### **4.10 OPENING & EVALUATION OF BIDS**

- (i) Opening will be done through online through CPP Portal (<https://eprocure.gov.in>).
- (ii) The bids will be opened online on the due date and time prescribed in the RFP document in the presence of the bidders who choose to attend. The Authority will subsequently examine and evaluate the bids in accordance with the provisions set out.
- (iii) Prior to evaluation of bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP.
- (iv) Financial Bid of non-responsive bidders shall not be opened.
- (v) The Technical bid shall be opened of those bidders only who ensure physical submission of mandatory documents in original in compliance to provision at 4.4 (ii).

4.11 To assist in the examination, evaluation, and comparison of Bids, NHIDCL may, at its discretion, ask any Bidder for clarification of its Bid. The request for clarification and the response shall be in writing or by fax or e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by NHIDCL in the evaluation of the Bids.

4.12 Except in case any clarification is asked by NHIDCL, no Bidder shall contact NHIDCL on any matter relating to its Bid from the time of the Bid opening to the time the Contract is awarded. If any Bidder wishes to bring additional information to the notice of NHIDCL, it should do so in writing at the address prescribed in the Notice Inviting Tender.

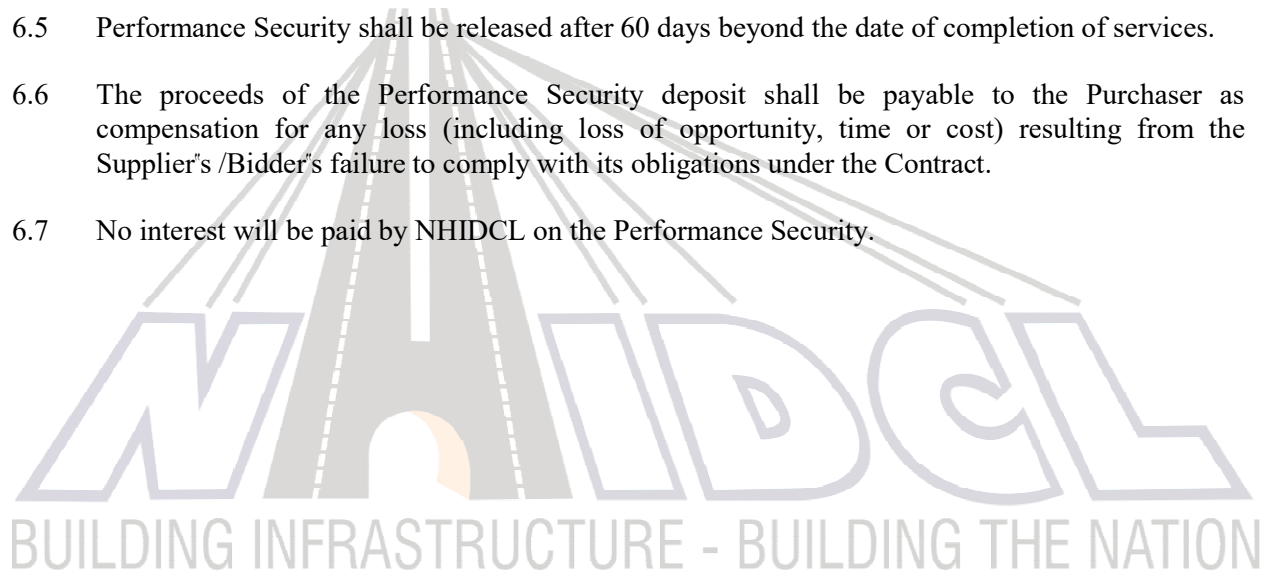
## BID EVALUATION CRITERIA AND SELECTION PROCEDURE

- 5.1 The bids shall be opened on-line by the Evaluation Committee on the date and time prescribed. Prior to evaluation of the bids, NHIDCL shall determine as to whether each bid is responsive to the requirements of this RFP document. A bid will be declared non-responsive in case:
- (a) If a bidder submits more than one bid against this RFP.
  - (b) The physical submissions are incomplete / inadequate to the requirements in pursuant to the clause 4.4(ii) of the RFP Documents.
  - (c) If a bidder does not submit documents online on CPP Portal as specified in clause 4.6 (b) of RFP document.
  - (d) Bid is submitted without applicable fee(s) and bid security.
  - (e) If the Authorized Signatory holding Power of Attorney (POA) or the person executing/delegating such POA and Digital Signatory are not the same.
  - (f) If a bidder submits a conditional bid or makes changes in the terms and conditions given in this RFP document.
  - (g) Failure to comply with all the requirements of RFP document by a bidder.
  - (h) If any requisite document/ certificate is not in the prescribed format the same shall not be considered while evaluating the bids and the same may lead to bid being declared as non-responsive.
  - (i) If the envelope containing physical submission is not sealed and marked as prescribed in the RFP document
  - (j) A bid valid for a period of time shorter than prescribed in the RFP document
- 5.2 A Two-stage procedure shall be adopted for evaluation of the bids.
- 5.3 **Document Evaluation - First Stage:** The Evaluation Committee shall carry out initial screening of technical bids by examining the statement of qualification, experience, technical capabilities etc. furnished by the Bidder in support of their fulfillment of eligibility against the criteria prescribed in clause 2.1 of this RFP document.

- 5.4 **Bid Evaluation - Second Stage:** In this stage, subsequent to pre-qualification and technical evaluation stage, financial bids of only shortlisted Bidders will be opened. The lowest financial bid among shortlisted bidders would be selected for award of work. However, NHIDCL would be free to take an appropriate decision and is not bound to accept the lowest bid. The date of opening shall be intimated to such bidders.
- 5.5 The Financial Bids shall be opened online. The Evaluation Committee will determine whether the submitted Financial bids are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the bidder shall, however, be required to carry out such obligations without any additional compensation. In case under such circumstances, if NHIDCL feels that the work cannot be carried out within the overall cost as per the submitted financial bid, such proposals shall be considered non responsive.
- 5.6 The Successful Bidder shall be intimated by NHIDCL through Letter of Award (LoA). Upon issue of LoA the Successful Bidder shall be required to return the duplicate copy of Letter of Award and Performance Security as prescribed in the RFP document. NHIDCL shall have the right to get the bank guarantees verified from the respective issuing bank. Upon receipt of verification, the successful bidder shall be invited to sign the contract with NHIDCL. The format of Contract Agreement is prescribed in the RFP Document.
- 5.7 NHIDCL reserves the right to reject any bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by NHIDCL in respect of such bids.

## PERFORMANCE SECURITY

- 6.1 Successful bidders shall submit a Performance Security of 10% of the total contract value within 15 days of the issuance of Letter of Award".
- 6.2 The Performance Security should be in the form of Bank Guarantee by any Indian Nationalized Bank as per the format provided at **Form T-11** or in the form of DD in the favor of MD, NHIDCL payable at New Delhi.
- 6.3 The Bank Guarantee should be valid for 60 days beyond the date of completion of services.
- 6.4 In case, Bidder either fails to mobilize the required technical resources as per the contract agreement within 15 days from the issue of 'Letter of Commencement" or do not provide satisfactory maintenance service during the warranty period, the Performance Security submitted by the firm is liable to be forfeited. The Letter of Commencement shall be issued upon confirmation of the Bank Guarantee submitted towards Performance Security.
- 6.5 Performance Security shall be released after 60 days beyond the date of completion of services.
- 6.6 The proceeds of the Performance Security deposit shall be payable to the Purchaser as compensation for any loss (including loss of opportunity, time or cost) resulting from the Supplier's /Bidder's failure to comply with its obligations under the Contract.
- 6.7 No interest will be paid by NHIDCL on the Performance Security.



## MISCELLANEOUS

- 7.1 This RFP document also includes a format of the Contract Agreement to be executed with the successful bidder for providing stipulated services to NHIDCL. Bidders are advised to study the RFP document along with its amendment/ addendum carefully. Submission of the bid will be deemed to have been done after careful study and examination of ground realities as well as all the instructions, eligibility norms, terms & conditions, requirements and specifications available in the RFP document with full understanding of its implications. The Bidder is expected to examine carefully all the instructions, conditions of Contract, forms for submitting Technical and Financial Bids and scope of work in the RFP document before submitting their Bids. Failure to comply with all the requirements of RFP document shall be at the Bidder's own risk. Bids, which are not substantially responsive to the requirements of the RFP document, shall be declared non-responsive and shall not be considered for evaluation.
- 7.2 No bidder shall submit more than one bid against this RFP. If more than one bid is received from the same bidder, all such bids shall be summarily rejected.
- 7.3 NHIDCL will be at liberty to keep the credentials of the bidders submitted by them at bidding stage, in public domain and the same may be uploaded by NHIDCL on its web site. The bidders shall have no objection if NHIDCL uploads/ hosts the information pertaining to their credentials as well as of their key personnel.
- 7.4 The bidding process shall be governed by, and construed in accordance with, the laws of India and courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the bidding process.
- 7.5 Any dispute arising out of this procurement process shall be decided by the arbitration procedure through a Board of Arbitrators comprising three in numbers. Each party shall appoint one nominee arbitrator each and both the nominee arbitrator shall appoint the Presiding Arbitrator. The arbitration shall be conducted in accordance with The Arbitration & Conciliation Act, 1996 (as amended from time to time). The venue and seat of the arbitration shall be New Delhi. The costs towards arbitration shall be equally born by both the parties.
- 7.6 NHIDCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (i) Suspend and/or cancel the bidding process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (ii) Consult with any Bidder in order to receive clarification or further information;
  - (iii) Retain any information and/ or evidence submitted to NHIDCL by, on behalf of, and/ or in relation to any Bidder; and/or;
  - (iv) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 7.7 NHIDCL is not bound to reply/ respond to any representation/ letter or request for Change in Scope of work, eligibility criteria or any relaxation in respect of the tender conditions. No correspondence will be entertained on this matter.

- 7.8 It shall be deemed that by submitting the Bid, the Bidder agrees and releases NHIDCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the bidding process and waives, to the fullest extent permitted by Applicable Law, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 7.9 **Verification and Dis-qualification:** NHIDCL reserves the right to verify all statements, information and documents submitted by the Bidder in response to this RFP and the Bidders shall, when so required by NHIDCL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by NHIDCL shall not relieve the Bidders of its obligations or liabilities hereunder nor will it affect any rights of NHIDCL thereunder.
- 7.10 NHIDCL reserves the right to reject any Bid and/ or declare it non-responsive, if:
- (i) At any time, a material misrepresentation is made or uncovered, or
  - (ii) The Bidder does not provide, within the time specified by NHIDCL, the supplemental information sought by NHIDCL for evaluation of the Bid.

*Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the bids have been opened and the lowest bidder gets disqualified/ rejected, then NHIDCL reserves the right to take any such measure as may be deemed fit in the sole discretion of NHIDCL including annulment of the Bidding process.*

**7.11 Amendment to RFP Documents:**

- (a) Any modification in the RFP document shall be made by NHIDCL separately through issue of an Addendum/ Amendment.
- (b) At any time prior to the bid due date, NHIDCL, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the conditions specified in the RFP document by an amendment. Any amendment/ addendum thus issued shall be part of the RFP document and shall be communicated by hosting the same on NHIDCL's web site only and should be taken into consideration by the prospective bidders while preparing their Bids.
- (c) In order to give prospective Bidders reasonable time to take the amendment into account in preparing their bid, NHIDCL may, at its discretion, extend the bid due date.
- (d) The Bidder must read all the instructions in the RFP and abide by the same accordingly.

**7.12 INDEMNITY**

The Bidder shall, subject to the provisions of the Contract, indemnify NHIDCL for any direct loss or damage caused on account of any act/ omission of the bidder.

**7.13 PROPRIETARY DATA**

All documents and other information provided by NHIDCL or submitted by a Bidder to NHIDCL shall remain or become the property of NHIDCL. Bidders are to treat all information as strictly confidential. NHIDCL will not return any bid or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Successful Bidder to NHIDCL in relation to the services shall be the property of NHIDCL.



**The Service Provider shall not keep any copy of the data/ video with them without prior permission of the NHIDCL. The Service Provider shall not use any data / video for any purpose other than that permitted by NHIDCL.**

Adequate cyber security measures shall be taken to protect the entire system and data from Cyber-Attacks and data theft.

#### **7.14 CORRUPT OR FRAUDULENT PRACTICES**

NHIDCL requires Bidder observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution;
  - (ii) “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of NHIDCL, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive NHIDCL of the benefits of free and open competition;
  - (iii) “Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process;
  - (iv) “Undesirable Practice” means (i) Establishing contact with any person connected with or employed or engaged by NHIDCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest; and
  - (v) “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.
- (b) Will reject a bid if it determines that the Bidder has engaged in corrupt or fraudulent or coercive or undesirable or restrictive practices in competing for the Contract in question;
- (c) Will blacklist/ declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded any Contract by NHIDCL if it at any time determines that the bidder has engaged in corrupt or fraudulent or coercive or undesirable or restrictive practices in competing for or in executing, a NHIDCL Contract.

# **PART-II**

## **TERMS OF REFERENCE**





## TERMS OF REFERENCE (TOR)

National Highway & Infrastructure Development Corporation Limited (NHIDCL) is responsible for the implementation and monitoring of National Highways Development Projects.

Scope of work of this tender is to Provide Wide Area Network (WAN) at NHIDCL offices and maintaining the same.

NHIDCL reserves the right to award the work to a single bidder or among multiple bidders separately. NHIDCL also reserves the right to either execute all of the above works or delete any of the above works as per requirement of the NHIDCL.

The detailed scope of work is as under:

1. Provide Wide Area Network (WAN) at NHIDCL offices and maintaining the same.
2. MPLS based WAN Network Setup

NHIDCL intends to hire a telecom service provider who shall provide MPLS VPN connectivity for NHIDCL's WAN.

The Service Provider should arrange for the connectivity at NHIDCL offices, the list of such locations is at Annexure - I. These locations will undergo change during the course of project and it is the responsibility of the bidder to provision for the connectivity at the new locations. The number of field locations may increase/decrease during the period of the contract.

**The entire network for NHIDCL will be built and maintained on MPLS VPN network. The last mile connectivity has to be provided by the licensed service provider. The last mile connectivity and Bandwidth should be upgradable on need basis including new generating capacity additions. The last mile connectivity can be using Copper Cable or Radio Frequency or Satellite or any other suitable media. The last mile connectivity for the links in Delhi should be on Fiber Cable.**

NHIDCL shall not procure the IT infrastructure but shall pay for services on quarterly basis. The Service Provider will supply, install & configure all the WAN devices like Switches, Antenna, Routers & Modems or any other suitable equipment for making the WAN operational at the Site. The hardware has to be arranged by the Service Provider. The network cables, accessories etc. will be supplied by the Service Provider. NHIDCL reserves the right to get the configuration and specifications audited by a Competent Authority to ensure that the IT infrastructure used is of the latest configuration available in the market.

The Service Provider should arrange for the connectivity at the NHIDCL offices. The Bandwidth will be hired in the name of NHIDCL. The bills against the bandwidth provided will be reimbursed directly from NHIDCL HQs to the Service Provider during the contract period. However, the Service Provider will handle all types of liaison dealings with NHIDCL Headquarter office regarding verification of bill, so that the services of NHIDCL be not affected on this account.

**The minimum bandwidth has been specified in the table at Annexure - I.**

Service Provider shall render the following network management services to the purchaser:

Connectivity	Call Logging	Commitment
MPLS based WAN across all locations	Within 1 hour	98.5 %

Service Provider will be responsible to configure network topologies, establish addressing schemes, Configure filters, responsible for router configuration outbound to the wide area network, Perform configuration changes and Monitor inventories.

The service provider has to provision for a toll free number where MPLS faults/ complaints can be logged by the field offices. Complaint number will be communicated by the service provider to NHIDCL, which should be noted while claiming rebates as per SLA. On receipt of complaint, the Service Provider shall make its best efforts to localize the fault and restore the same at the earliest and meet the various SLAs specified in this agreement.

Single point of contact during implementation and for post implementation support will be provided by the Service Provider.

NHIDCL wants Service Level Agreement (SLA) that would be applicable on the service provider as their applications are mission critical. Credit based Service Level Agreement (SLA) for Quality of Services (QoS), will be provided. The Successful Bidder will be responsible for compliance of service level objectives as asked in the tender under Part V (1).

**Existing Internet leased line connectivity at NHIDCL HQs is 30 MBPS (1:1) through M/s. Tata Communications Ltd and 80 MBPS (1:1) has been provided by MTNL. HO is already using this for Internet access.**

The last mile connectivity for above links has to be provided and provisioned by the service provider through optical fiber medium.

**The work would involve:**

- (a) Installation and configuration of terminating equipments and End points devices at NHIDCL premises.**
- (b) Supply installation and configuration of router, switch and UTM appliance at NHIDCL premises, configuration of redundancy at (NHIDCL HQ) of the MPLS link Lines and integration with our existing HQ Network and other networking components.**
- (c) Last Mile connectivity from the service provider.**
- (d) Connection between NHIDCL HQ and ISP.**
- (e) Providing 10 Public IP Address for NHIDCL HQ.**
- (f) Any other activity required for providing MPLS Connectivity, but not mentioned above.**

MPLS bandwidth will be required to be provided for a period of **3 years**, with a provision for further extension on the existing terms and conditions, based on the performance of the service provider.

The Successful Bidder will be responsible for compliance of service level objectives as asked in the tender under Part-V.

Annexure - I.

**List of field offices along with detail of Bandwidth where both Bandwidth and networking equipments are required.**

The list of NHIDCL offices along with Bandwidth requirement is provided at the end of the document at **Annexure - I**. These locations will undergo change during the course of project and it is the responsibility of the bidder to provision for the connectivity at the new locations. There will be addition/ deletion in the number of locations.

# **PART-III**

## **FORMAT FOR BID SUBMISSION**

**Form T-1: Technical Bid Covering Letter**

*(To be prepared on letterhead of the Bidder, scanned & uploaded on E-tender portal)*

To,  
General Manager (T)  
National Highways & Infrastructure Development Corporation Limited  
3rd floor, PTI Building  
4, Parliament Street  
New Delhi-110001

**Sub.: RFP for -----**

**Ref:**

Dear Sir,

1. I/We, the undersigned, have carefully examined the contents of the above referred RFP document including amendments/ addendums (if any) thereof and we undertake to fully comply and abide by the terms and conditions specified therein and hereby submit our Bid for the aforesaid service. Our bid for the subject RFP is unconditional and unqualified.
2. I/We offer to execute the work in accordance with the Scope of work and the Conditions of Contract of this RFP both explicit and implied.
3. I/We undertake that, in competing for (and, if the award is made to us), for executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
4. I/We understand that :
  - (a) This bid, if found incomplete in any respect and/ or if found with conditional compliance or not accompanied with the requisite Bid Security, shall be summarily rejected.
  - (b) If at any time, any averments made or information furnished as part of this bid is found incorrect, then the bid will be rejected and the contract if awarded on the basis of such information shall be cancelled.
  - (c) NHIDCL is not bound to accept any/ all Bid(s) it will receive.
  - (d) Until a contract is executed, this bid together with RFP Document as well as notification of Letter of Award issued by NHIDCL shall constitute a binding Contract between us.
5. I/We declare that :
  - (b) I/We have not been blacklisted/ *declared ineligible* by NHIDCL or NHAI or Ministry of Road Transport & Highways, Government of India or any other agency. I/We also confirm that I/We have not been *declared as non-performing or debarred* by NHIDCL or NHAI or Ministry of Road Transport & Highways, Government of India.
  - (c) I/We *haven't been blacklisted* by a Central/ State Government Institution/ Public Sector Undertaking/ Autonomous body and there has been *no litigation* with any Government Department/ PSU/ Autonomous body on account of similar services.
  - (d) I/We have *not* directly or indirectly or through an agent *engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice*, as defined in the Contract Agreement, in respect of any tender or request for proposal issued by or any Contract entered into with NHIDCL or any other public sector enterprise or any government, Central or State; and I/We hereby certify

that we have taken steps to ensure that in conformity with the provisions of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

6. In the event of my / our bid being declared as successful bid, I/we agree to enter into a Contract Agreement in accordance with the format of the Contract Agreement. I/We agree not to seek any change in the aforesaid format of the Contract Agreement and agree to abide by the same.
7. I/We certify that :
- I/We have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the subject work or which relates to a grave offence that outrages the moral sense of the community.
  - Neither the bidder nor any of its Directors are the subject of criminal or civil proceedings that could be expected to adversely affect its business or its ability to bid in the present tender.
  - No investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/ managers/ employees.
  - I/We don't have any conflict of interest in terms of Clause 2.2 of eligibility criteria defined in this RFP document.
  - The information provided in this technical bid (including the attachments) as well as the financial bid is true, accurate and complete to the best of my knowledge and belief. Nothing has been omitted which renders such information misleading; and all documents accompanying my/our bid are true copies of their respective originals. I/We shall be liable for disqualification or termination of contract at any stage, if any information/declaration is found to be incorrect or false. I/We will intimate NHIDCL promptly in case of any change in the information submitted as part of this technical bid.
  - I/We offer the cost of the RFP document and bid security in accordance with the RFP document as per the details furnished below:

	<b>DD/Bankers Cheque No.</b>	<b>Date</b>	<b>Amount (Rs.)</b>	<b>Issuing Bank/Branch</b>
Tender Fee				
Bid Security				

- The documents in original accompanying the bid document have been submitted in a separate envelope as envisaged in the RFP document and marked appropriately.
- I am the Director / Authorized Signatory of the aforesaid company / firm and I am authorized to sign this bid on behalf of the firm / company. I am submitting this bid after carefully reading all the terms and conditions contained in the RFP document and its addendum/ amendment, if any, and undertake to abide by the same. It is also certified that the bid is being submitted in the prescribed formats without any addition / deviation / alteration and our bid is unconditional.

We remain,

Yours sincerely,

Name .....

Designation/ Title of the Authorized Signatory.....

**Form T-2: Brief Information about the Bidder(s)**

*(To be prepared on letterhead of the Bidder, scanned & uploaded on E-tender portal)*

**Sub.: RFP for -----**

**Ref:**

1. (a) Name of Bidder:  
(b) Year of establishment  
(c) Constitution of the bidder entity e.g. Government enterprise, private limited company, limited company, proprietorship / partnership firm etc.  
(d) In case of a Government enterprise, please indicate as to whether legally and financially autonomous and operate under commercial law.

**Yes/ No/ Not applicable**

(e) Name(s) of Directors/ Proprietors/ Partners

.....  
.....  
.....

2. Address for correspondence with Telephone/ Fax numbers/ e-mail address:

- (a) Complete postal address:
- (b) Fixed telephone number
- (c) Mobile telephone number
- (d) E-mail address

3. Name & Address of the principal banker<sup>4</sup>:

- (a) Bank A/c Number
- (b) Branch Address
- (c) IFSC /MICR Code:

4. Name of the Statutory Auditor/ Company Secretary/ Chartered Accountant certifying the documents along with his/ her Membership number, if applicable:

Name .....

Designation/ Title of the Authorized Signatory.....

<sup>1</sup> These details are required for refund of Bid Security

**Form T-3: Power of Attorney**

Know all men by these presents, we,.....(name of Company and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr/Ms.....son/daughter/wife of.....and presently residing at....., who is presently employed with us and holding the position of.....as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory or Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for selection as the Service Provider for "Selection of service provider for providing telecom services at NHIDCL Headquarter, Corporate Office, Regional Offices, Project Monitoring Units and Site Offices." proposed by NHIDCL, including but not limited to signing and submission of all applications, bid(s) and other documents and writings, and providing information/responses to NHIDCL, representing us in all matters before NHIDCL, signing and execution of all contracts and undertakings consequent to acceptance of our bid and generally dealing with NHIDCL in all matters in connection with or relating to or arising out of our Bid for the said Tender and/or upon award thereof to us.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Signatory or Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative/ Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2017

Witnesses:

1.

2.

Notarised

For.....  
(Signature, name, designation and address)

Accepted

.....  
(Signature, name, designation and address of the Attorney)

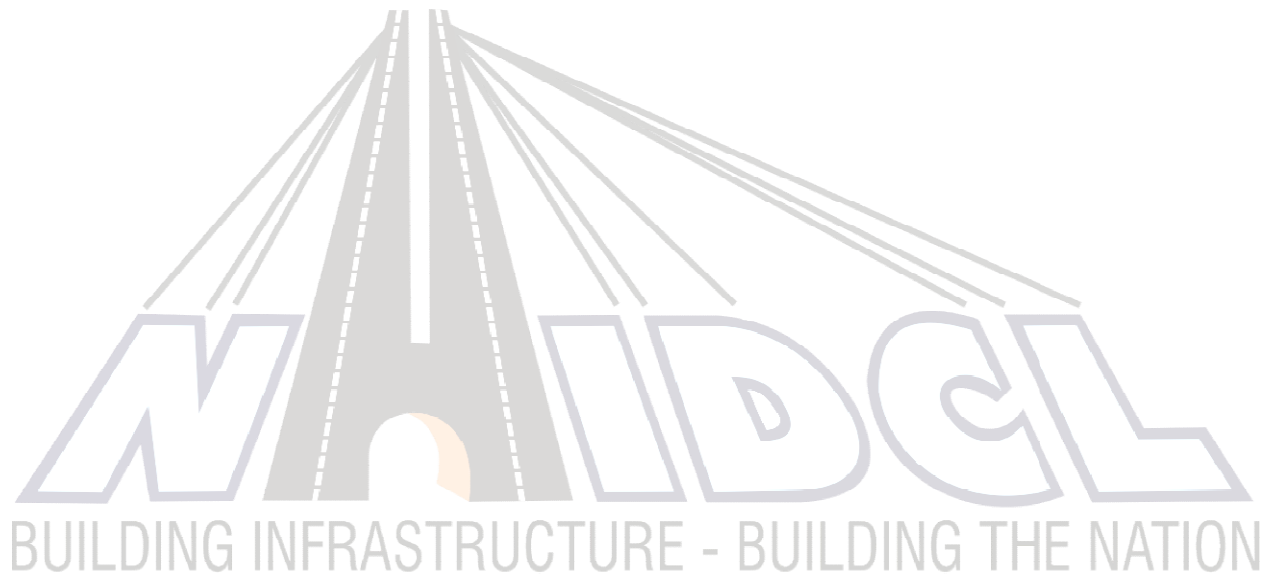
**Notes:**

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

***The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be duly notarised by a notary public.***

*Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostles certificate.*





**Form T-4: Deleted.**

**Form T-5: Affidavit on Litigation / Arbitration History (on Non-judicial Stamp Paper of Value Rs.100/-)**

**Name of Bidder:** .....

The Bidder should provide information on any history of litigation or arbitration resulting from the contracts executed for MoRT&H/NHAI/NHIDCL in the last five years or currently under execution.

Year	Award for or against Bidders	Name of Client, Cause of Litigation and Matter in Dispute	Disputed Amount (Current Value in India Rs.)	Actual Awarded Amount in India Rs.

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING / EXPELLING OF BIDDER OR ABANDONMENT OF WORK BY BIDDER**

1. (a) Has the Bidder or its constituent partners history of litigation awarded against him?

Yes	No
-----	----

- (b) If yes, give details

.....  
.....

2. (a) Has the Bidder or any of its Constituent Partners or Directors been debarred / expelled, during the last 5 years as on the date of bid, on the basis of their performance in any assignment or for any other reason including fraudulent and corrupt practices, etc.?

Yes	No
-----	----

- (b) If yes, give details including period of debarment:

.....  
.....

3. (a) Has the Bidder or any of its Constituent Partners or Directors failed to perform on any contract, during the last 5 years as on the date of bid, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award or has been expelled from any work or contract or have had any contract terminated for breach on their part or abandoned any contract work or has been declared bankrupt?

Yes	No
-----	----

- (b) If yes, give details

.....  
.....

**Note:** *If any information in this affidavit is found to be incorrect or concealed, prequalification / bid will be summarily rejected. Based on information in this affidavit, NHIDCL, in its sole discretion shall take a decision to prequalify the Bidder.*

**Form T-6 Format of Certificate in respect of Bidder's Average Annual Turnover and  
Networth**

*CERTIFICATE (To be given by a Statutory Auditor)*

**Sub.:** \_\_\_\_\_

**Ref:** RFP No. \_\_\_\_\_

Dated: ..... /..... /2020

**Certificate of Annual Turnover and Networth**

It is certified that we have examined the audited books of accounts of M/s. \_\_\_\_\_  
(name and address of the bidder) \_\_\_\_\_ and the details of the annual  
turnover during the last three financial years and net worth as on 31.03.2019 are as under:

- a) **Annual Turnover** from Information Technology / Communication Technology / System  
Integration Business

Financial Year <sup>5</sup>	Amount in figures	Amount in words
FY 2016-17		
FY 2017-18		
FY 2018-19		
Average of 3 years		

(Signature of Statutory Auditor)

Name:

Seal:

Place: .....

\_\_\_\_\_  
For (Name of Accounting Firm)

\_\_\_\_\_  
Name of Partner/Proprietor

\_\_\_\_\_  
Membership Number  
Rubber Stamp

**Form T-7 Details of Certification(s), Affiliation(s), Authorised Partner(s) of OEM/Other leading technology providers/System Integrators, supported with certified copies.**

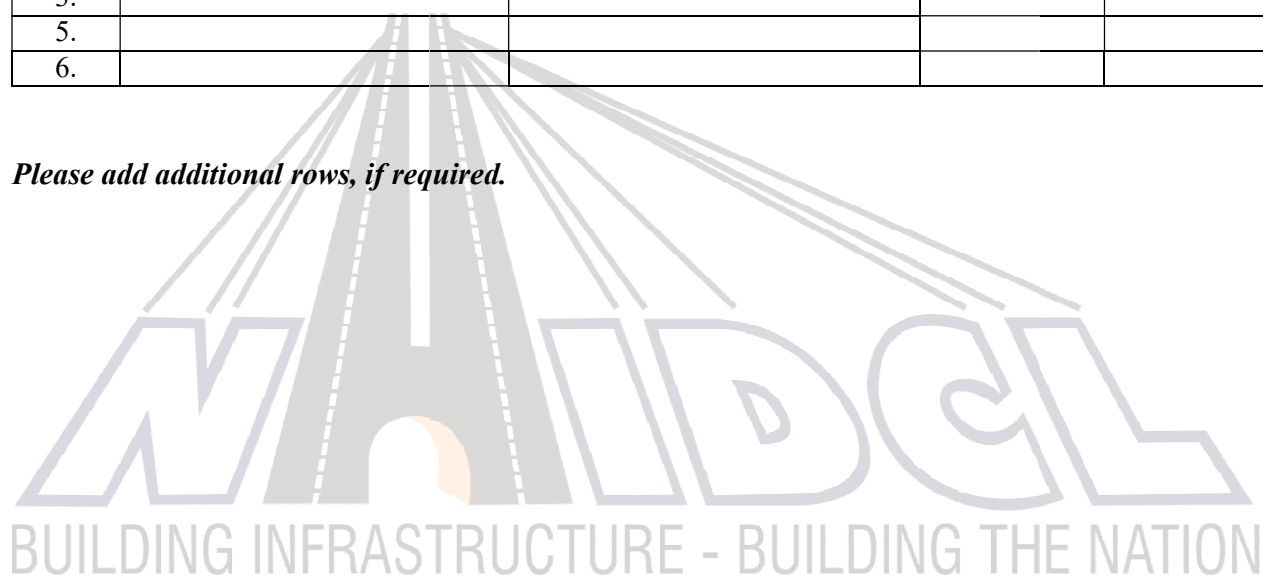
**Sub.:** .....

**Ref.:** .....

Dated: ...../...../2020

S. No.	Particulars of Certification(s), Affiliation(s), International rating(s), Authorized Partner(s)	Details of Technology Partner or Agency granting certification, affiliation, etc.	Year of Achievement	Validity (if any)
1.				
2.				
3.				
5.				
6.				

*Please add additional rows, if required.*



**Form T-8: PROFORMA FOR SUBMITTING WRITTEN QUERIES**  
(To be submitted in doc/editable format only at the given email address<sup>6</sup>)

**Sub.:** .....

**Ref.:** .....

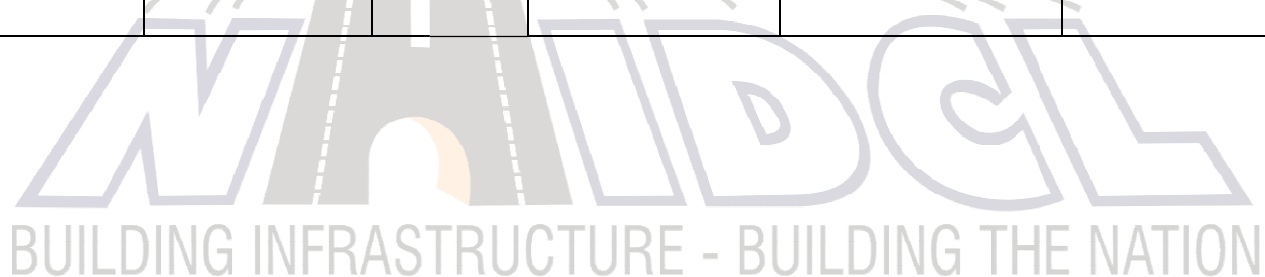
Name of Company: .....

Name of Person: .....

Contact No.: .....

Email Id: .....

S. No.	Page No. of RFP	Clause	RFP Statement	Query	Remarks



### **Form T-9: Self-Declaration regarding License Services for WAN**

Date

We \_\_\_\_\_ (Name of the Bidder), having registered office at \_\_\_\_\_ (address) hereby declare and confirm that

We are involved in provision of Wide Area Network (WAN) on MPLS VPN Technology to our customers spread all over India. We are also having valid telecom licenses [Internet Service Provider (ISP) / Unified Access Services (UAS) and/ or National Long Distance (NLD)] for providing WAN connectivity services to our Customers. We hereby also confirm that we hold a valid telecom license (ISP/ UAS and/or NLD) for providing WAN services all over India. The copy of the licenses is enclosed herewith.

Authorized Signature:

Name & Title of Signatory:

Name of Bidder

Important Notes:

1. The above information should relate only to the Company (Bidder) who has submitted the tender.

**Form T-10:****Self Declaration regarding Technical Capability of Similar Nature of Work**

Date \_\_\_\_\_

We \_\_\_\_\_ (Name of the Bidder), having registered office at \_\_\_\_\_  
(address) hereby declare and confirm that

We hereby declare and confirm that we, \_\_\_\_\_ (Name of the Bidder), having registered office at \_\_\_\_\_  
(address) have successfully executed contracts of similar nature i.e. providing MPLS based network connectivity to reputed organizations during the last three years.

We certify that the \_\_\_\_\_ had executed three similar contracts of costing not less than Rs. \_\_\_\_\_ or two similar contracts costing not less than Rs. \_\_\_\_\_ each or a single similar contract costing not less than Rs. \_\_\_\_\_ in the last \_\_\_\_\_ years. We are providing the details below: (Note: add rows as required).

Sl. No	Name of the Client Organization	Purchase Order (P.O) No. & Date of Issue Of P.O.	Project Value	Start Date	End Date	Brief Scope Of Work	Whether The Successful Completion Certificate As Required, Is Attached?		Whether The Copies Of The Purchase Orders / Contracts From The Client As Required, Is Attached?	
							Yes/ No	Pg. No. On The Proposal	Yes/ No	Pg. No. On The Proposal

- (b) We are also attaching the completion certificates from the respective client organizations and the copies of work orders/contracts from the client as required in the tender along with this.

Authorized Signature:  
Name & Title of Signatory:  
Name of Bidder

**Important Notes:**

1. The above information should relate only to the Company (Bidder) who has submitted the tender.

**Form F-1: Format for Financial Bid Submission**

**Sub.: RFP for Selection of service provider for providing telecom services at NHIDCL Headquarter, Regional Offices and Branch Offices.**

**Ref: Tender \_\_\_\_ dated \_\_\_\_.**

Dear Sir,

I/We, the undersigned having examined the above referred RFP including addendums thereof and, hereby offer to submit our bid to undertake the subject assignment with total bid value as provided in the BOQ submitted at CPPP (eprocure.gov.in).

1. I/We do hereby confirm that my/ our bid price include all statutory taxes/ levies as well as GST (as applicable on the services). I/ We also declare that any tax, surcharge on tax and / or any other levies, if altered in future and payable under the law, the same shall be borne by me/ us.
2. The quoted rates for all items shall remain unchanged for entire term of the Contract Agreement.
3. This bid is valid for a period of **120 calendar days** from the bid due date.
4. I/ We, understand that the
  - (a) applicable GST (as applicable on services) shall not be reimbursed by NHIDCL; and
  - (b) TDS will be deducted against payments as per Applicable Law.
  - (c) In case of any difference in figures and words, the amount mentioned in words will prevail.

Yours sincerely,

Name .....

Designation/ Title of the Authorized Signatory.....



**Form T-11**

**FORMAT FOR SUBMISSION OF PERFORMANCE BANK GUARANTEE (PBG)**

To,  
The Managing Director  
National Highways & Infrastructure Development Corporation Limited  
3rd floor, PTI Building  
4, Parliament Street  
New Delhi-110001

WHEREAS M/s \_\_\_\_\_ [Name and address of Agency]  
(hereinafter called “the Service Provider”) has applied in pursuance to NHIDCL’s Notice Inviting Tender (NIT) against RFP No. .... dated ..... for “-----” and has been adjudged successful bidder vide Letter of Award (LoA) No. .... dated ..... and has been asked to sign a Contract Agreement in terms of the said RFP.

AND WHEREAS it has been stipulated by NHIDCL in the said letter that the Service Provider shall furnish a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the terms & conditions of contract.

AND WHEREAS we have agreed to give the Service Provider such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider up to a total of ` ...../- (Rupees ..... ) only, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ` ...../- as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

1. We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.
2. We further agree that no change or addition to or other modification of the terms of the Service Provider or of the works to be performed thereunder or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.
3. We undertake to pay to the NHIDCL any money so demanded notwithstanding any dispute or disputes raised by the Service Provider(s) in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Service Provider(s) shall have no claim against us for making such payment.
4. The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Service Provider or of the Bank.

5. This guarantee shall also be operatable at our \_\_\_\_\_ branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
6. This bank guarantee shall be valid from .....
7. Notwithstanding anything contained herein:
- (i) Our liability under this Bank Guarantee shall not exceed...../-
  - (ii) The Bank Guarantee shall be valid up to.....
  - (iii) We are liable to pay the Guarantee amount or any part thereof under this Guarantee only and only if you serve upon us a written claim or demand on or before.....

Date:

Name:

Designation:

Employee Code Number:

Telephone Number:

Name of issuing bank branch \_\_\_\_\_

Address \_\_\_\_\_

Telephone number \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of controlling bank branch \_\_\_\_\_

Address \_\_\_\_\_

Telephone number \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of bank branch at New Delhi \_\_\_\_\_

Address \_\_\_\_\_

Telephone number \_\_\_\_\_

E-mail: \_\_\_\_\_

# PART-IV

## DRAFT FORM OF CONTRACT AGREEMENT

### DRAFT CONTRACT AGREEMENT

No. ....

This Contract Agreement (hereinafter called the “Contract”) is made on this \_\_\_\_\_ day of the month of \_\_\_\_\_, 2019.

BETWEEN

“National Highways & Infrastructure Development Corporation Limited” having its head office at 3<sup>rd</sup> Floor, PTI Building, 4-Parliament Street, New Delhi-110001 (hereinafter referred to as the “NHIDCL”, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the first part.

AND

M/s \_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at \_\_\_\_\_ (hereinafter referred to as the “Service Provider” which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the OTHER PART.

WHEREAS

- (a) The Service Provider, in the ordinary course of its business, is engaged in providing similar services to their clients, and have represented to NHIDCL through their bids, against RFP for ***Selection of service provider for providing telecom services at NHIDCL Headquarter, Corporate Office, Regional Offices, Project Monitoring Units and Site Offices***, RFP No. -----

----- on above subject. (hereinafter called the “Tender”) for -----  
-----that they have the required professional skills, personnel and technical resources to provide the required Services;

- (b) On the basis of the said Tender, NHIDCL has adjudged the Service Provider as a Successful Bidder and issued Letter of Award (LoA) No. .... dated \_\_\_\_\_.2020 for the same;

- (c) The Service Provider has agreed through their letter of acceptance No..... dated ..... to provide the said Services on the terms and conditions set forth in this Contract Agreement and has also submitted performance bank guarantee equivalent to ..... (Rs.....) such that it remains valid until one year beyond completion of the contract.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Contract Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. The mutual rights and obligations of the Service Provider and NHIDCL shall be as set forth in

this Contract Agreement, in particular:

- (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- (b) NHIDCL shall make payments to the Service Provider in accordance with the provisions of the Contract.

2. The following schedules/ appendices shall be deemed to form and be read and construed as part of this Contract Agreement viz.

- (a) Schedule A: Conditions of Contract
- (b) Schedule B: Terms of Reference
- (c) Schedule C: Payment Schedule
- (d) Appendices:
  - Appendix A Copy of Financial Bid of the Service Provider
  - Appendix B Letter of Award issued by NHIDCL.
  - Appendix C Letter of Acceptance submitted by the Service Provider
  - Appendix D Copy of the Performance Bank Guarantee submitted by the Service Provider including copies of confirmation provided by the respective bank.
  - Appendix E Copy of the Technical Bid and/or any subsequent correspondence of the Service Provider/ NHIDCL
  - Appendix F Copy of RFP Document and subsequent amendment / addendum including Minutes of Pre-bid Meeting, if any

IN WITNESS WHEREOF, the parties hereto have caused this Contract Agreement to be executed by their respective authorized representatives on the day and year first before written.

FOR AND ON BEHALF OF  
(National Highways & Infrastructure  
Development Corporation Limited)  
(Authorized Representative)  
Name: \_\_\_\_\_

Designation \_\_\_\_\_  
NHIDCL  
3<sup>rd</sup> Floor, PTI Building  
4-Parliament Street  
New Delhi-110001

FOR AND ON BEHALF OF  
(M/s \_\_\_\_\_)

(Authorized Representative)  
Name: \_\_\_\_\_  
Designation \_\_\_\_\_  
M/s \_\_\_\_\_  
Address: \_\_\_\_\_

In the presence of following witnesses:

Name: \_\_\_\_\_  
Designation \_\_\_\_\_  
NHIDCL  
3<sup>rd</sup> Floor, PTI Building  
4-Parliament Street  
New Delhi-110001

Name: \_\_\_\_\_  
Designation \_\_\_\_\_  
M/s \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Designation \_\_\_\_\_  
NHIDCL  
3<sup>rd</sup> Floor, PTI Building  
4-Parliament Street  
New Delhi-110001

Name: \_\_\_\_\_  
Designation \_\_\_\_\_  
M/s \_\_\_\_\_  
Address: \_\_\_\_\_

## **DEFINITIONS AND INTERPRETATIONS**

### **1. Definition:**

The words and expressions beginning with capital letters and defined in this Contract Agreement shall, unless the context otherwise requires, have the meaning ascribed thereto herein and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules annexed hereto. Words used in capitals and not defined herein but defined in the RFP shall have the meaning as ascribed thereto in the RFP.

### **2. Interpretation**

2.1 In this Contract Agreement, unless the context otherwise requires,

- a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- c) references to a “person” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- d) the table of contents, headings or sub-headings in this Contract Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract Agreement;
- e) the words “include” and “including” are to be construed, without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- f) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- g) any reference to day shall mean a reference to a calendar day;
- h) references to a “business day” shall be construed as a reference to a day (other than a Sunday and holidays) on which banks in their respective States are generally open for business;
- i) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;

- j) references to any date, period or time shall mean and include such date, period or time as may be extended pursuant to this Contract Agreement;
- k) any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Contract Agreement is not a business day, then the period shall run until the end of the next business day;
- l) the words importing singular shall include plural and vice versa;
- m) “lakh” means a hundred thousand (100,000) and “crore” means ten million (10,000,000);
- n) references to the “winding-up”, “dissolution”, “insolvency”, or “reorganization” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;
- o) save and except as otherwise provided in this Contract Agreement, any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of NHIDCL hereunder or pursuant hereto in any manner whatsoever;
- p) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Contract Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party, as the case may be, in this behalf and not otherwise;
- q) the Schedules and Recitals to this Contract Agreement form an integral part of this Contract Agreement and will be in full force and effect as though they were expressly set out in the body of this Contract Agreement;
- r) references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Contract Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Contract Agreement and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Contract Agreement or of the Schedule in which such reference appears; and
- s) the damages payable as set forth in this Contract Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “Damages”);



t) “Arbitration Act” means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof as in force from time to time;

u) “Effective Date” shall mean date of this Contract Agreement;

2.2 Any word or expression used in this Contract Agreement shall, unless otherwise defined or construed in this Contract Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

### **3. Arithmetic conventions**

All calculations shall be done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

### **4. Priority of Agreements, Clauses and Schedules**

4.1 In case of inconsistency between the provisions of this Contract Agreement and the RFP, the terms of this Contract Agreement shall prevail to the extent of such inconsistency.

4.2 In case of ambiguities or discrepancies within this Contract Agreement, the following shall apply:

- (a) between two or more Clauses of this Contract Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- (b) between any two Schedules/Articles, the Schedule / Article relevant to the issue shall prevail;
- (c) between the written description on the drawings/design documents, if any, and the Specifications and Standards, the latter shall prevail; and
- (d) between any value written in numerals and that in words, the latter shall prevail.



**CONDITIONS OF CONTRACT**

**1. Scope of Work**

The Service Provider shall perform the services specified in Terms of Reference of RFP, of this Contract Agreement.

**2. Relationship between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between NHIDCL and the Service Provider. The Service Provider, subject to this Contract Agreement, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. Service Provider shall alone be responsible for the remuneration and statutory compliance with respect to its employees, contractors or representatives. NHIDCL has no liability w.r.t. the representatives/ employees of the Service Provider. Service Provider will keep NHIDCL fully indemnified in this regard.

**3. Governing Law and Jurisdiction**

This Contract Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Contract Agreement.

**4. Language**

This Contract Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract Agreement.

**5. Effectiveness of Contract**

This Contract Agreement shall come into effect on the date the Contract is signed by both the Parties. The date, the Contract comes into effect is defined as the Effective Date.

**6. Commencement of Services**

The Service Provider shall commence the Services to NHIDCL as per the Schedule-B of this Contract Agreement.

**7. Expiration of Contract**

- (a) The term of this Contract Agreement shall be for a period of Three (3) years with effect from Effective Date.
- (b) The Agreement Period may be further extended for a period of another two (2) years annually on the existing terms and conditions subject to satisfactory performance and continued requirement of NHIDCL at its sole discretion.

**8. Assignment**

This Contract Agreement shall not be assigned by the Service Provider to any person / agency save and except with the prior consent in writing of NHIDCL and NHIDCL shall be entitled to decline without assigning any reason whatsoever.

Notwithstanding anything to the contrary contained in this Contract Agreement, NHIDCL may, after giving 30 days' notice to the Service Provider, assign and/ or transfer any of its rights and

benefits and/or obligations under this Contract Agreement to an assignee who is, in the reasonable opinion of NHIDCL, capable of fulfilling all of the NHIDCL's then outstanding obligations under this Contract Agreement.

**9. Severability**

If for any reason whatsoever any provision of this Contract Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Contract Agreement or otherwise.

**10. Notices**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract Agreement shall be in writing. Any such notice, request or consent 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 to such Party at the address specified below. The mode of service of any notice shall be either courier or registered post or e-mail or fax or by hand.

The addresses for service of Notice shall be:

**General Manager (IT)**

Attention: A Chandrasekhar

Address: National Highways & Infrastructure Development Corporation Limited,

3<sup>rd</sup> Floor, PTI Building

4-Parliament Street

New Delhi-110001

Phone: +91-11-2346-620

E-mail: [ac.sekhar65@gov.in](mailto:ac.sekhar65@gov.in)

**Service Provider: .....**

Attention: .....

Address: .....

E-mail: .....

**11. Deleted**

**12. Payment Terms**

Payments for provide Wide Area Network (WAN) at NHIDCL offices and maintaining the same to be made from NHIDCL's Head Office on Quarterly basis.

- (a) System Operation shall start immediately after the system commissioning and acceptance by NHIDCL.
- (b) The above payment shall be made in Indian Rupees within 30 days of receipt of the invoice by NHIDCL.
- (c) NHIDCL is not liable to pay any amount (except the amount stated above) of any nature whatsoever. It is clarified that no amount toward cost or expenses incurred, of whatsoever nature, shall be payable separately for carrying out the services prior to or after the field work such as holding discussion, if any, as considered necessary by NHIDCL or otherwise, for any purpose at NHIDCL's Head office or elsewhere, prior, during and after the conduct of an assignment at site.

**13. Deleted**

**14. Fraud and Corruption**

**14.1 Definitions**

It is NHIDCL's policy that NHIDCL as well as Service Providers observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, NHIDCL defines, for the purpose of this provision, the terms set forth below as follows:

- (a) "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;
- (b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or execution of a contract with NHIDCL; and includes collusive practice among bidders, prior to or after bid submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive NHIDCL of the benefits of free and open competition;
- (c) "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of NHIDCL, designed to establish prices at artificial, non-competitive levels;

- (d) “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;
- (e) “unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which was not agreed to; and
- (f) “Restrictive practices” means forming a cartel or arriving at any understanding or arrangement among bidder(s) with the objective of restricting or manipulating a full and fair competition in the bidding process.

#### **14.2 Measures to be taken by NHIDCL**

- (a) NHIDCL may terminate the contract if it determines at any time that representatives of the Service Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Service Provider having taken timely and appropriate action satisfactory to NHIDCL to remedy the situation;
- (b) NHIDCL may also sanction against the Service Provider, including blacklisting / declaring the Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract with NHIDCL.

#### **15. Confidentiality of the Assignment/Findings**

The Service Provider shall not, during the term of this Contract Agreement and within three years after its expiration or termination, disclose or permit to be disclosed any proprietary or confidential information relating to the services, this Contract Agreement or the NHIDCL’s business or operations without the prior written consent of NHIDCL to any third party other than its agents, consultants, or subcontractors who need to know in connection with the purpose for which it was disclosed and who are bound to preserve the confidentiality thereof, to any person outside its organization, any Proprietary Information.

The Service Provider and its personnel shall use such Proprietary Information only for the purpose for which it was disclosed and shall not use or exploit such Proprietary Information for its own benefit or the benefit of another without the prior written consent of the NHIDCL. Without limitation of the foregoing, Service Provider shall not cause or permit reverse engineering of any Proprietary Information or recompilation or disassembly of any information or software programs which are part of the Proprietary Information received by it under this Contract Agreement. For the purposes of this Contract Agreement Proprietary information shall include but not be limited to terms of this Contract Agreement, strategies, official secrets, actual and anticipated research, developments or plans, services, software, source codes, inventions, processes, discoveries, formulas, architectures, concepts, ideas, designs, drawings, personnel, financial information, demonstrations, operations, records, assets, technology, data and information derived whether existing or derived / analysed out of the information made available to the Service Provider in form of raw data or reports, in any form whatsoever.

The Service Provider alone shall be responsible to ensure the maintenance of confidentiality as contemplated above and shall be responsible to employ sufficient measures to prevent any unauthorised access of the Proprietary information.

#### **16. Ownership of Equipment & other conditions**

- (a) All the material and equipment under the project shall be owned by the Service Provider throughout the duration of contract.
- (b) Procurement of any System or its subsystems/ Equipment/ Hardware/Software etc. has not been envisaged through this tender. The Service Provider shall be required to provide the services as per the scope of work prescribed herein.
- (c) The Service Providers are advised to offer and propose the latest technologies/ cost effective/ innovative/ best suitable system and equipment for Traffic Scenario on National Highways and conditions at the project sections.
- (d) Any studies report or other material, data or information otherwise prepared by the Service Provider for NHIDCL under the contract including all related database/ files /back up of images/ videos etc. shall belong to and remain the property of NHIDCL which will be handed over to NHIDCL in a condition that it can be made use of by it without having to procure any propriety software/ tool.

#### **17. Insurance cover to be maintained**

- (a) All the material and equipment shall be owned by the Service Provider throughout the duration of contract and the Service Provider shall ensure to maintain proper insurance coverage of its equipment against fire, theft, vandalism or any other perceived risk(s) / natural disaster etc.
- (b) In addition to material and equipment, the Service Provider shall also ensure to have adequate insurance for all its personal working/ deployed under this Contract Agreement.
- (c) The Service Provider shall indemnify NHIDCL against any damage/ loss of property or personnel of Service Provider working on any site under this Contract Agreement.

#### **18. No partnership**

This Contract Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, or to otherwise bind, the other Party.

#### **19. Intellectual Property Rights**

All Intellectual Property of the respective Parties shall continue to vest with the respective Party and one Party may make use of the Intellectual Property only with the express consent of

the other Party. However it is agreed and acknowledged by the Service Provider that intellectual property rights in the Proprietary Information as well as any other data or information/ reports generated during the performance of services contemplated herein by the Service Provider shall always vest with NHIDCL and Service Provider will not have any right in such IPR whatsoever.

## **20. Force Majeure**

Neither party shall in any event be liable for any failure to perform its obligations under this Contract Agreement due to any events beyond the reasonable control of either party or any events of force majeure.

No Party shall be considered in default of performance of its obligations under the terms of this Contract Agreement, if such performance is prevented or delayed for any causes beyond the reasonable control of the Party affected by such event (hereinafter referred to as “ **Affected Party**”), including, but not limited to, fire, flood, explosion, acts of God, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions which substantially bars the performance of obligations of the Affected Party (hereinafter referred to as “ **Force Majeure Event**”)

### **20.1 Reporting of Force Majeure**

If a Force Majeure Event arises in the aforesaid manner, the Affected Party shall within maximum 24 hours notify the other Party in writing of such condition and the cause thereof. However, in case the Service Provider claims to have suffered a Force Majeure Event, the Service Provider shall continue to perform its obligations under this Contract Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance, unless otherwise directed by NHIDCL.

### **20.2 Mitigate the Force Majeure Event**

Upon occurrence of Force Majeure Event, the Affected Party shall immediately take steps as are reasonably necessary to remove the causes resulting in Force Majeure if within its control and to mitigate the effect thereof. Any costs incurred and attributable to such event or curing of the Force Majeure Event shall be solely borne by the Affected Party.

## **21. Dispute Resolution**

- (a) Any dispute or difference whatsoever arising between the parties and of or relating to the construction, interpretation, application, meaning, scope, operation or effect of this Contract Agreement or the validity or the breach thereof, shall be referred to the Arbitral Tribunal comprising of three members. Both the parties shall appoint one nominee arbitrator each and both the nominee Arbitrators shall appoint the presiding Arbitrator. The venue and Seat of Arbitration shall be New Delhi. The Arbitration shall be conducted in accordance with Arbitration and Conciliation Act, 1996 (amended). The expenses towards Arbitration proceedings shall be equally borne by both the parties.
- (b) This Contract Agreement shall be governed by, and construed in accordance with, the



laws of India and courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Contract Agreement.

## **22. Termination**

- (a) Either party may terminate this Contract Agreement due to breach of terms agreed to in this Contract Agreement by the other party. However, the party aggrieved by the breach shall give written notice to the other party to this Contract Agreement indicating that the contract shall be terminated not earlier than 90 days from the date of the receipt of the notice.
- (b) NHIDCL, in its sole discretion and for any reason whatsoever, may terminate this Contract Agreement for dereliction in performance of stipulated duties by the Service Provider.
- (c) Notwithstanding anything stated in this Contract Agreement, in the event of any defaults on part of the Service Provider, NHIDCL shall issue a notice to the Service Provider (hereinafter referred to as Cure Period Notice). If the Service Provider fails to cure the default within the Cure Period, as stated in the Cure Period Notice, the Service Provider shall be deemed to be in default of this Contract Agreement, unless the default has occurred solely as due to Force Majeure or for reasons not attributable to the Service Provider. The Cure Period under this Clause shall be calculated from the date of receipt of the notice by the Service Provider or when the default comes into the knowledge of the Service Provider, whichever is earlier. If the Service Provider fails to remedy the default after lapse of cure period notice, NHIDCL may consider terminating the contract.
- (d) NHIDCL will terminate this Contract Agreement if in its judgment the Service Provider has engaged in corrupt and fraudulent practice in competing for or in execution / implementation of the project.
- (e) Notwithstanding the above, NHIDCL may terminate the Contract for convenience by giving 90 days prior notice without assigning any reason

## **23. Consequences of Expiry / Termination**

- (a) Upon expiry / Termination, the Service Provider shall, without delay or demur, transfer all relevant documents / information/ software application developed under the contract / sources code / back up / data/ permissions to NHIDCL or any other entity as directed by it;
- (b) Upon Termination (except on account of expiry of Term of this Contract Agreement or Force Majeure), NHIDCL shall be entitled to appropriate the Performance Security.
- (c) In case of termination of the project at the discretion of NHIDCL due to any reasons not attributable to the Service Provider, the Service Provider will get amount equivalent to one (1) quarter as compensation towards loss suffered for the remaining un-serviced period of the Contract. Pursuant to payment of such compensation, the Service Provider shall have no further claim against the NHIDCL w.r.t. this Contract Agreement.

## **24. Survival of rights**

Notwithstanding anything to the contrary contained in this Contract Agreement, any Termination pursuant to the provisions of this Contract Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, security deposits, and other rights and remedies which it may have in law or contract.

## **25. Indemnification**

- (a) The Service Provider shall indemnify, defend, save and hold harmless, NHIDCL and M/o Road Transport and Highways (M/o RT&H) and its Officers, Agents against any direct loss, damage, claims, cost and expense of whatever kind and nature (including without limitation, legal fees, claims and expenses incurred in connection with any suit, action or proceeding or any claim asserted, such as fees and expenses incurred), joint or several, that arise out of or are based upon any order passed by any statutory authority including courts, tribunals or other judicial/ quasi – judicial authorities, on account of breach of the Service Provider's obligations under this Contract Agreement or any other related agreement or otherwise, any fraud or negligence attributable to the Service Provider or its Agents or Sub-Service Providers, under contract or tort or on any other ground whatsoever, all eventualities of theft, dacoity, robbery, etc., except to the extent that any such suits, proceedings, actions, demands and claims has arisen due to any breach or default of this Contract Agreement on the part of NHIDCL.
- (b) The Service Provider shall indemnify NHIDCL and M/o RTH of all legal obligations of its professionals deployed. NHIDCL and M/o RTH also stand absolved of any liability on account of death or injury sustained by the Service Provider's staff during the performance of their work and also for any damages or compensation due to any dispute between the Service Provider and its staff.
- (c) The remedies provided under this Article are not exclusive and shall not limit any rights or remedies that may otherwise be available to NHIDCL Indemnified Party at law or in equity.
- (d) The provisions of this Article shall survive Termination.

## **26. Compensation for default by the Service Provider**

**26.1** In the event of the Service Provider being in breach of this Contract Agreement, unless such default or delay is on account of Force Majeure or through no fault of the Service Provider, the Service Provider shall pay to NHIDCL, all direct costs suffered or incurred by NHIDCL as a consequence of such breach, within 30 days of receipt of the demand supported by necessary particulars thereof.

**26.2** The Service Provider shall pay to NHIDCL all direct costs suffered or incurred by NHIDCL incurred as a result of any and all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, such as fees and expenses incurred), joint or several, that arise out of, or based upon:

- (a) Any untrue statement or misrepresentation of a material fact provided by the Service Provider or an omission to state a material fact required to be communicated;



- (b) Any non-performance or breach of the roles, responsibilities, representations, warranties, undertakings and declarations contained herein by the Service Provider or its directors, employees, personnel or representatives.
- (c) Negligence, fraud or misconduct of the Service Provider or any of its employees, agents, affiliates or advisors.

## **27. Cap on Liability of Parties**

Notwithstanding anything stated herein above and under any circumstances, the liability of Service Provider under this Clause for each site shall not exceed the equivalent amount payable for four quarterly payments.

## **28. Survival**

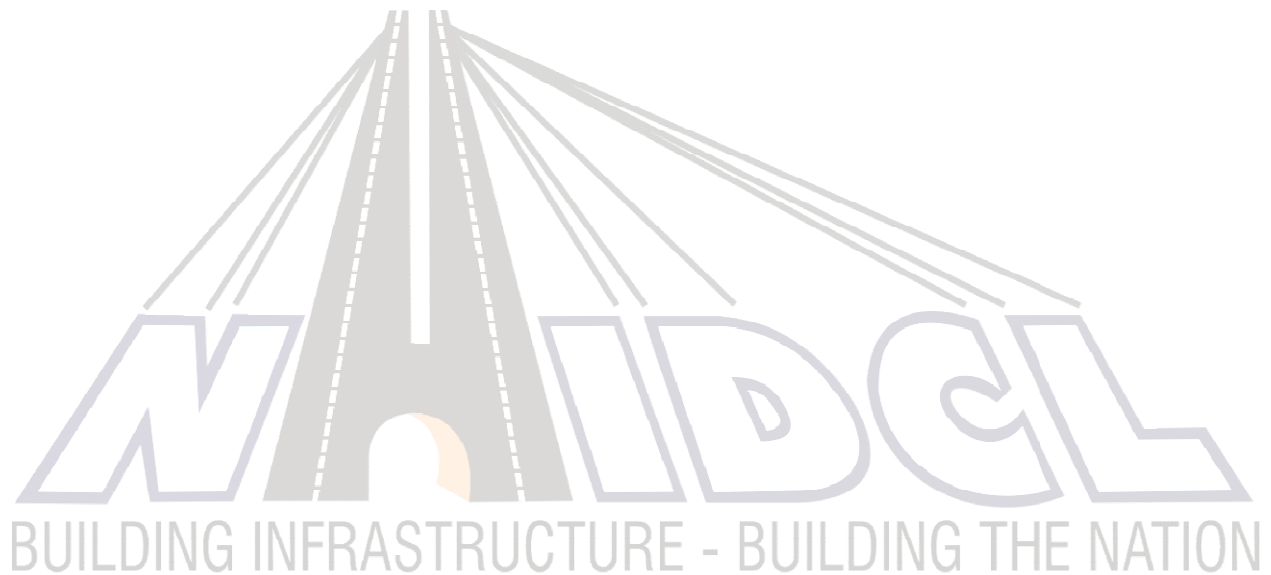
The provisions of this Article shall survive Termination.

## **29. Representation and warranties of the Service Provider**

The Service Provider declares, represents, and warrants as follows:

- (a) It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Contract Agreement and to carry out the works and provide services contemplated hereby;
- (b) It has taken all necessary corporate actions under Applicable Laws to authorize the execution and delivery of this Contract Agreement and to validly exercise its rights and perform its obligations under this Contract Agreement;
- (c) It has obtained all necessary internal/external approvals, registrations and certifications required from relevant authorities and other entities for fulfilling its obligations as set out in this Contract Agreement;
- (d) It has not violated any of the conditions subject to which such approvals, registrations and certifications have been granted or any other applicable regulations and / or guidelines or directives or statutes;
- (e) It shall ensure that such approvals, registrations and certifications will remain in force, including, by taking prompt steps for timely renewal of the same;
- (f) It undertakes to continue to comply with all Applicable Laws with respect to its roles / obligations under this Contract Agreement;
- (g) There are no actions, suits, proceedings, or investigations pending before any court or before any other judicial, quasi- judicial or other authority, the outcome of which may result in the breach of this Contract Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Contract Agreement;

- (h) It shall at no time sub-contract any of its obligations under this Contract Agreement without the prior permission from NHIDCL. Provided that in case the Service Provider proposes to sub-contract any of its obligations under this Contract Agreement, it shall seek written permission along with the details of the activities that it proposes to sub-contract to third parties;
- (i) No representation or warranty by the Service Provider contained herein or in any other document furnished by it to NHIDCL in relation to Applicable Laws contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (j) No sums, in cash or kind, have been paid or will be paid, by or on behalf of the Service Provider, to any person by way of fees, commission or otherwise for securing the award of this Contract Agreement or for entering into this Contract Agreement or for influencing or attempting to influence any officer or employee of NHIDCL in connection therewith.



# PART-V

## Service Level Requirements

### End-to-End Network Availability Definition

Part V (1).

### SERVICE LEVEL REQUIREMENTS

For Wide Area Network (WAN) at NHIDCL offices and maintaining the same.

### Service definition and scope :

The Service Provider will provide MPLS VPN connectivity for NHIDCL 's offices spread all over India. The number of field locations may increase or decrease in future. NHIDCL wants Service Level Agreement (SLA) that would be applicable on the service provider as their applications are mission critical.

### Procedure of Fault Booking:

NHIDCL shall book the fault on the toll free number for MPLS faults/complaints which will be provided by the Service Provider. Date and time of booking of fault shall be taken as reference for the purpose of calculation of duration of non-availability of circuit. Complaint number will be communicated by the Service Provider to NHIDCL , which should be noted while claiming rebates as per SLA. Status/fault report generated by MPLS network shall be taken as reference in situations where there is ambiguity about the timing and nature of fault.

### SLA Commitments:

The following commitments will be provided to NHIDCL regarding the level of Quality of Service:-

Service Hours:

The Service Hours are defined as follows:

Location	Service Hours
All WAN links connecting the NHIDCL offices	24x7x365

Note: 24x7x365 refers round the clock round the year.

### Service Level Agreement (SLA)

Serial No	Service Level Guarantees (SLA) Parameters	Values
1	End-to-end Network Availability	99%
2	Link Availability	98%
3	End-to-end Network MTTR (in hours) (Mean Time to Repair)	6 hrs

1. End-to-end Network Availability is defined as “one minus the fraction of unscheduled down time per relevant period” expressed as a percentage. This is equivalent to the number of actual service hours or fractions thereof delivered to any NHIDCL Office compared to the number of agreed scheduled service hours for each calendar quarter.
2. Services will be defined to be unavailable if the link connecting NHIDCL Office to the NHIDCL WAN is unavailable.
3. End-to-End Network Availability is defined as the total number of minutes in a billing quarter during which VPN connectivity is available to exchange data between the two NHIDCL end points, divided by the total number of minutes in a billing quarter. In case a link is down, rebate corresponding to this will be given only for the faulty link.

### **Calculation of End-to-End Network unavailability**

1. End-to-End Network unavailability is calculated 30 minutes after NHIDCL and/or its authorized contractor opens a Trouble Ticket with the Service Provider and confirmed by the Service Provider and will be calculated up to the availability for the MPLS service.
2. End-to-End Network Availability is calculated as follows:  
Quarterly End-to-End Network Availability (%) =  

$$[1 - \{(\text{unscheduled downtime in minutes}) / (\text{service minutes} - \text{scheduled down time in minutes})\}] \times 100$$

Example: - Quarterly Downtime calculation

(Thirty day month with three hours of unscheduled down time and one hour scheduled downtime in the Office)

1-  $\{(\text{unscheduled downtime in minutes}) / (\text{quarterly service minutes} - \text{scheduled down time in minutes})\}$

$$1 - \{(3 \times 60) / (129600 - 60)\} = 99.86 \%$$

### **Link Availability**

Definition

1. Link Availability is defined as “one minus the fraction of unscheduled down time per relevant period” expressed as a percentage. This is equivalent to the number of actual service hours or fractions thereof delivered to any NHIDCL Office compared to the number of agreed scheduled service hours for each calendar quarter.
2. Link services will be defined to be unavailable if link connecting any NHIDCL Office to the NHIDCL WAN is unavailable due to faults attributable to the Service Provider Network. Link Availability is defined as the percentage of the total number of minutes in a billing quarter during which VPN connectivity at each site is available over the Link to exchange data between the two NHIDCL end points, divided by the total number of minutes in a billing quarter.

### **Calculation of Primary Link Unavailability**

1. Link unavailability is calculated 30 minutes after NHIDCL and/or its authorized contractor opens a Trouble Ticket with the Service Provider for any individual site/location and confirmed by the Service Provider and will be calculated up to the availability for the MPLS service over the Primary Link.

2. Link Availability is calculated as follows:

Quarterly Primary Link Availability (%) =

$[1 - \{(\text{unscheduled downtime in minutes}) / (\text{service hours} - \text{scheduled down time in minutes})\}] \times 100$

Example calculation

Example: Quarterly Downtime calculation

(Thirty day month with three hours of unscheduled down time and one hour scheduled downtime in the Office)

$1 - \{(\text{unscheduled downtime in minutes}) / (\text{Quarterly service minutes} - \text{scheduled down time in minutes})\}$

$1 - \{(3 \times 60) / (129600 - 60)\} = 99.86 \%$

## **Mean Time To Repair (MTTR)**

### **Definition**

Mean Time to Repair is defined as the average time to restore service during a “Network Outage”. Network outage is defined as an event when any failure occurs in the network due to the unavailability of any link (primary or backup), or due to a fault in the Service Provider’s equipment like modems, NTU etc.

### **Calculation of Mean Time to Repair**

1. MTTR is a quarterly average of the time taken to repair all Trouble Tickets on specific port, with the same severity level, during a Network Outage. The length of each Network Outage on the Service Provider specific port is totaled at the end of each billing quarter and divided by the corresponding number of Network Outages for that port. This is calculated from Trouble Tickets opened during that billing quarter. MTTR per billing quarter is calculated for each port as follows:

Quarterly Mean Time to Repair (Hrs.) = (Cumulative length of Network Outages per port / Total number of Trouble Tickets per billing quarter per port outage)

2. All efforts will be made by the Service Provider to achieve the MTTR but service credit will not be applicable, if MTTR is higher than defined as it is already given on Unavailability as defined in the SLA.

## **Network Performance Management Reports**

Service Provider will provide a portal wherein the NHIDCL specific network management information and reports are available to NHIDCL directly. Daily, weekly and monthly reports should be available on the portal as follows:-

- (i) Availability Reports for every link.
- (ii) MTTR Reports will be provided separately every month to NHIDCL as it involves human coordination issues that cannot be included in Portal.
- (iii) Bandwidth Utilization % (specific to NHIDCL VPN ports)
- (iv) Bandwidth on Demand services
- (v) Network Snapshot (specific to NHIDCL VPN Network)

## **Rebates**

(i) If the End-to-end Network Availability of any individual site for the applicable quarter is below the uptime guaranteed as mentioned above, then a rebate of 2% of the rental of the MPLS Port Charges per month shall be given for every 10 hours or part thereof downtime in excess of 22 hrs in one quarter during service hours. For this purpose the number of days in a quarter is taken as 91 days leading to a total duration of 2184 hours per quarter.

(ii) If the Link Availability of any individual link for the applicable quarter is below the uptime guaranteed as per clause 3.2 above, then a rebate of 2% of the MPLS Port Charges per month shall be given for every 10 hours or part

thereof downtime in excess of 44 hrs in one quarter during service hours. For this purpose the number of days in a quarter is taken as 91 days leading to a total duration of 2184 hours per quarter.

(iii) Since SLA is on quarterly basis, the reporting and the calculation of faults/ rebates will be on quarterly basis. SLA rebate will be calculated by totaling the total number of faults in a quarter subject to capping of 10% of the rental in a quarter. The amount of rebate calculation will be for aggregate of faults in a quarter and will be @ 2% of the monthly rental of the MPLS port. For example, if annual rental for a specific MPLS circuit (including last mile) is Rs.12 lakhs capping will be for Rs.30,000/-.

(v) If NHIDCL opts for variable bandwidth service during any period of the day for any number of days during the validity of SLA, the SLA rebate shall be applicable only for the basic bandwidth for which the circuit is initially provided till upgradation and for the Higher Bandwidth from the time of up-gradation after successful testing.

(vi) If NHIDCL wishes to change the bandwidth of the circuit from the one for which the circuit was initially hired up to the period of validity of SLA on 24 hours x 7 days basis for one month or more, the rebate shall be admissible on pro-rata basis for the duration for which the circuit is hired for changed bandwidth.

### **Service Credit Claim Process**

(i) The claim for service credit with respect to the SLA shall be deducted from the invoice and the balance shall be paid to Service Provider.

(ii) Service Provider shall review all the claims within ten (10) working days of receipt and in the event of any rejections (based on the circumstances beyond any reasonable control of the Service Provider), the Service Provider shall notify the Customer about the same immediately. The Customer may investigate the matter again, and upon mutual consent the Service Provider shall grant a service credit claim as per clause 6.1.

(iii) The claim for Service Credit must include the following information, which shall be provided by the Service Provider in the form of report with each quarter invoice:

- a) NHIDCL Name and contact information for billing
- b) Docket number, circuit ID and billing code
- c) Date and beginning / end time of outage or failed metric
- d) Brief description of the characteristics of the failed metric

(iv) Service Provider NOC will be available for handling all NHIDCL problems and requests. The Service Provider commits to assign highest priority status (P1) for resolution of all calls logged into at the NOC.

### **NHIDCL Interface**

Service Provider shall appoint an Account Manager for all issues and acts as the Single Point of Contact (SPOC). In addition Service Provider will provide a list of key officials who will be available for any peer-to-peer correspondence with contact details.

Exclusions on Service Level Guarantees: - The following exclusions apply to all SLA conditions contained in this document: Unavailability of circuit due to:

- (a) NHIDCL owned equipment/network.
- (b) Planned Service Outages or Routine Maintenance. The Service Provider shall provide advance notice of at least one day prior to conducting any scheduled maintenance, which in any case not exceeds 8 hours, failing which SLA shall be applicable.
- (c) Unavailability of circuit due to the Force Majeure events beyond the reasonable control of the Service Provider (including, acts of God, government regulation, and national emergency).

## **Annexure - I**

### **List of field offices along with detail of Bandwidth requirement**

<b>Sr. No.</b>	<b>State</b>	<b>Name of Regional/ PMU/ Site Branch Office</b>	<b>Address</b>	<b>Bandwidth ( Mbps)</b>
1	<b>Delhi</b>	NHIDCL-HQ*	3rd Floor, PTI Building, 4 Parliament Street, New Delhi – 110001	40
2	<b>A&amp;N</b>	<b>RO-Port Blair</b>	CE Office, APWD Complex, Port Blair-744101	8
3		SO-Mayabunder	SO- Lucknow, Mayabunder, North & Middle Andaman-744204	4
4	<b>Arunachal Pradesh</b>	PMU-Ziro	TD Building, Opp. BSNL (SBO) Office, PO/PS, Hapoli, Dist. Lower Subansiri, Arunachal Pradesh 791120	4
5		PMU-Namsai	NHIDCL, BO-Namsai Address - Taye Gumin Building, Piyong Road 2nd Mile, Pin Code - 792103, Arunachal Pradesh	4
6		PMU-Roing	Village Maselo, JNV Road, Roing PO& PS Roing:792110	4
7		SO-Pasighat	2nd Mile, Near Mahindra showroom, Building of IRBN assistant commander tasung taring, Pasighat, East Siang District, Pin code - 791102	4
8		SO-Likabali	C/O Biman Borah, seuji nagar, ward no. 12, silapather, district dhemjai, assam, PIN - 787059	4
9		SO-Anini	Anini (Old Bazar Anini, Near District Hopital, Anini PO/PS Anini, Lower Dibang Valley)	4
10		SO-Joram	C/o Tam Tache 1st Floor, Near PHE Office Sangram, Kurung Kumey District, Arunachal Pradesh 791118	4
11		SO-Kanubair	No Staff	4
12		SO-Hayuliang	C/o Vikilu Awailiang Pul, Taikho Complex Hayuliang PIN 791102	4
13		SO-Hunli	PO/PS Hunli, Hunli Camp, Roing Chital, Lower Dibang Valley	4
14		<b>RO-Itanagar</b>	VIP Road, Near Durga Mandirand Banquet Hall, Niti Vihar Itanagar-791111	8
15	<b>Assam</b>	<b>RO-Guwahati</b>	NHIDCL, 2nd floor, Agnishanti Business Park, Opp. AGP Office, GNB Road, Ambari, Guwahati, Assam, PIN-781001	8

16		PMU-Tezpur	Saraf Tower, 1st Floor, Opp. Donboscom High School, Mazgaon, NH- 37A, Tezpur 784001(Assam)	4
17		PMU-Johrat	4th Floor, Hotel Jironi, NH-37 Bypass West, Jorhat-785006 Assam	4
18		SO-Chairali	Building of Deputy Commissioner Office, Biswanath Chairali, Assam - 784176	4
19		SO-Silchar	Joy Mansion, 2nd floor, Collage Road, Ambicapatty cachar, Assam-788004	4
20		PMU-Dhubri	GTB Road, opposite Bhoot Nath Temple, Dhubri, Assam - 783324	4
21	<b>Jammu</b>	<b>RO-Jammu</b>	H.No. 11 Sector-2 near Easy Day, Trikuta Nagar, Jammu (J&K)-180020	8
22		PMU-Jammu	H. No. 11, Sector 2, Trikuta Nagar, Jammu-180020	4
23		PMU-Sonamarg	Hotel Grand Hayat, Gagangir, Sonamarg, Dist: Ganderbal, Jammu & Kashmir-191202	4
24		SO-Khellani (Doda)	1st Floor, J&K Building, Main Road, Khellani Market, District Doda, PIN - 182201	4
25		SO-Chatroo	Chatroo Town, Tehsil Chatroo, District Kishtwar-182205	4
26		SO-Chenani	Ward No.4, Pattangarh Road Teshil- Chenani, District Udampur-182141	4
27	<b>Manipur</b>	<b>RO-Imphal</b>	Transit Hostel, (2nd Floor), Manipur Officers' Club, Lamphelpat, Imphal-795001, Manipur	8
28		SO-Ukrul	C/O S. Horthingla, Near Pakshimi High School, wino bazar, ukrul, Manipur PIN - 795452	4
29		SO-Thalon	House no. 1, thalon (A), C/O T. Donchenpoo Sinte, Area of Room Po/Ps pherzwal District Pherzwal, Manipur, PIN - 795143	4
30		SO-Singhat	House No 44, Likhai Village, Singhat, Churachandpur, Manipur, PIN - 795139	4
31		SO-Khongsang	CO BRO Camp, Nongmai common ground, Noney, Pin 795159	4
32	<b>Meghalaya</b>	PMU-Shillong	H No 206, 3rd floor, Professors colony, Kharmalki, shillong, meghalaya -793001	8
33		SO-Tura	H No 191, Rongkhon Songgitalgre Near MP Stadium, Tura, Megalaya-794001	4
34		SO-Mawkrwat	C/o Tairos Shylla, 1st floor, krohiew near community health centre mawkyrwat-793114	4
35	<b>Mizoram</b>	<b>RO-Aizwal</b>	C/o State Institute of Rural Development & Panchayati Raj Durtlang Leitan, Aizawl, Mizoram - 796015	8
36		SO-Lunglei	C/o R. Lalnunthara Building, Dezee Complex, Chandmari, Opposite to Lunglei Park, Lunglei, Mizoram - 796701	4
37		SO-Lawangtlai	C/o H. Dohranga Building, 4th Floor, Bazar Veng, Lawngtlai, Mizoram - 796891	4
38		SO-Serchhip	C/o JH. Lalremthanga Building, AOC Veng, Serchhip, Mizoram - 796181	4
39		SO-Siaha	Chanmari, Siaha (Yet to establish-01 GET deployed at Siaha)	4



40	<b>Nagaland</b>	PMU-Dimapur	H.No. 63(A), 1st Floor Behind City Tower Building, NST Colony, Dimapur, Nagaland-797112	4
41		PMU-Mokokchung	Branch Office NHIDCL, Mokokchung, House No. 114, Salangtem Ward, Mokokchung MDG-798601 Nagaland	4
42		SO-Pfutsero	H NO 180, Reku Colony Ward No 07 Pfutsero Town Nagaland-797107	4
43		SO-Tuli	Paper mill Quarter, Dzudikong, Tuli, Mokokchung-798623	4
44		SO-Zunheboto	NIU Apartment, South Point West Colony, Zunheboto, Nagaland	4
45		SO-Mon	C/O Yathwang Konyak, House No 71 (1), Wagiem Ward, Mon Town, Nagaland – 798621	4
46		<b>RO-Kohima</b>	PWD Rest House, PWD Colony, Kohima, Nagaland - 797001	8
47		SO-Wokha	Mount Tiya College Colony, District Wokha, Nagaland - 797111	4
48	<b>Sikkim</b>	<b>RO-Gangtok</b>	Dr. Sundeep Pradhan Building, Sichey Link Road, Middle Sichey, Gangtok, East Sikkim -737101	8
49		SO-Ravangla	Barfung Zarung, Aneythang, Ravangla, South Sikkim-737139	4
50		SO-Rhenock	Rhenock, Rungdung Near Govt. College, East Sikkim	4
51	<b>Tripura</b>	<b>RO-Agartala</b>	NHIDCL, 2nd floor, PN Complex, Gurkhabasti, Agartala, Pin-799006	8
52		SO-Kumarghat	3 <sup>rd</sup> Floor, Ajit Ghosh Building, near Ramkrishna Temple, Vivekananda Chowmuhoni, Nidevi Town, Kumarghat, Unakoti Tripura - 799264	4
53		SO-Shantibazar	1 <sup>st</sup> floor, Sujit Sen Building, Santibazar Main road, near Cooperative Marketing Society, Santirbazar, South Tripura - 799144	4
54	<b>Uttarakhand</b>	PMU-Srinagar	Lnane No 1, Ward No 9, Upper Bhaktiyana, Pauri Road, Srinagar, Garhwal, Uttarakhand, Pin 246174	4
55		PMU-Uttarkashi	Chungi Bareti, Near Hotel Akash Ganga, Uttarkashi, Uttarakhand, Pin 249193	4
56		SO-Rudraprayag	Rudraprayag Mana national highway, Rutra, Rudraprayag, Uttarakhand, Pin 246171	4
57		SO-Chamoli	Maithana Market, NH 07, Chamoli, Uttarakhand Pin 246424	4
58	<b>W.B.</b>	<b>RO-Kolkata</b>	MANI CASADONA' UNIT NO 4ES1, 4th floor, Plot No.IIF/04, Street No 372, Action Area IIF, New Town (now Jyoti Basu Nagar), Kolkata-700159, PS-RajarhatDist-24 PGS *Proposed Address	8
59		SO-Siliguri	BA1, Vinayak Apartment, Shiv Mandir, Siliguri, West Bengal - 734011	4
60	<b>Delhi</b>	Corporate Office	1 <sup>st</sup> Floor, Jeevan Tara Building, Parliament Street, New Delhi – 110001	8