



**NATIONAL BANK FOR AGRICULTURE
AND RURAL DEVELOPMENT
MUMBAI**

**"Request for Quote"
for
Providing 'Always On Internet' (AoI) at Head Office
Building, Bandra Kurla Complex, Mumbai**

Issued to :

(Name of Vendor)

Due Date for submission : 1500 hrs on 28 - 12 - 2007



NOTICE INVITING QUOTATION

Sealed quotations are invited from the Internet Service Providers for providing end to end **2(two) mbps broadband “Always on Internet “** service in our Head office at C-24, Bandra Kurla Complex, Bandra(E), Mumbai-400051.

The prospective bidders are requested to submit their offer in sealed envelope as under :

i) One copy of commercial bid duly super scribed as “**COMMERCIAL BID FOR AoI SOLUTIONS**” .

Date of commencement of issue of RFQ:	13.12.2007
Date of closure of issue of RFQ:	18.12.2007 up to 3.00 P.M.
Last Date and Time for receipt of bids	28.12.2007 up to 03.00 P.M.
Date and Time of opening the bids	28.12.2007 03.30 PM

Address for Communication

Chief General Manager,
Department of Information Technology,
5th Floor, C Wing, NABARD, Head Office,
C-24, G-block, Bandra Kurla Complex,
Bandra (E), Mumbai-400 051
Contact Telephone Numbers (022) 2653 9622, 2653 9682
Fax No. (022) 26530087
E-mail Id dit@nabard.org

The copy of RFQ document may be obtained during office hours on above said working days in person from Department of Information Technology(DIT),NABARD Head Office, Mumbai. The intending parties may also down load the RFP from our website (nabard.org).In case of any discrepancy in any of the terms / conditions in the down loaded version of the document with that of the hard copy, the terms/ conditions as contained in the hard copy shall prevail. The Bank reserves the right to reject any or all offers without assigning any reason there of.

Chief General Manager
Department Of Information Technology
NABARD, HO, MUMBAI.

11.12.2007



Always on Internet (AOI) facility

We propose to have “Always On Internet” (AoI) solution in our existing setup with enhanced bandwidth of **2 mbps** . The proposed AOI solution is expected to have increased coverage of users, better speed, performance with full security. Internet connection with expected bandwidth capacity of 2 mbps shared in the ratio of 1:2 received at central point will be distributed to the users through LAN at our Head Office premises located at C-24, 'G' Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051. The AoI facility, besides browsing the Internet, will also include VPN connectivity over the Internet for remote locations of the Bank. The AOI facility will be made available in about 700 PCs installed at various locations in our HO premises through a proxy server.

Present status

Presently we are using leased line based AoI service having **1 mbps** bandwidth . The Internet facility has been provided to about 300 users over the LAN at our Head Office premises.

Our office building has 8 floors with 5 wings on each floor. We have a Local Area Network connecting about 1000 nodes distributed over all the departments / sections. The LAN has six Enterasys E5 chassis based Layer-2 switches on the Edges and two Enterasys SS8 Layer-3 chassis based switches in the Core. The AoI facility will be installed and distributed through a secured single distribution point from Department of Information Technology (DIT) situated at C Wing of 5th Floor.

Existing operational setup

a) Connectivity medium

Leased Line of 2 mbps pipeline (through MTNL from ISPs location at Bandra to our premises)

Current bandwidth - 1 mbps

b) Proxy Server

Intel P-4 (2.66 Ghz) / 1 GB DDR RAM / HDD 36GBx2 SCSI / CDR/ KB/ Mouse/ 17”CRT Monitor/ Linux OS/squid proxy-Will be upgraded to Xeon based high end server

c) Firewall appliance

Make / model - “Celestix FV930”

with “Check Point Express 3Site /250users / 25 concurrent / VPN Secure Remote / Enterprise support subscription

Anti-Virus gateway solution - “Trend Micro”

Content Filtering software - “Web-sense”

d) Router

Cisco-1721 / 10/100 Base T moduler / 16m flash / 32mb Ram / 1 port serial WAN Interface / v.35 cable, DTE Male ToSmart

e) Modem

MLDN modem (Registration charges of Rs.1000/- & refundable deposit of Rs.10000/- paid to MTNL)



Present Requirement

- i. Internet facility is to be provided in about 700 PCs connected to LAN at various locations in our HO premises through a secured single distribution point.
- ii. Expected average number of concurrent users at any point of time will be around 250.
- iii. We need Internet bandwidth of **2 mbps** (*shared 1:2*) upto our IT Department on the 5th floor of HO building where central switches of LAN are located.
- iv. We plan to upgrade our proxy server to Xeon based 2.0 GHz, 4 GB memory etc. High end server which will be readily provided. Other necessary hardware like modems, routers, firewall and other equipments required for the secure connection are available. The said hardware is already in place and is operational since 2004.
- v. Presently we do not have technical support for the existing Firewall (hardware / software). As we have already invested considerable amount in the existing Firewall we need proper support for continuance of the service.

The AOI will be mainly used by our users for browsing the Internet, downloading and uploading data / information, running the existing mail solution and also using VPN to establish a secure connection with remote users..



General Terms and Conditions

1.0 Mode of submission of 'Request for Quote'

(a) The sealed 'Request for Quote' shall be addressed to Sri SC.Kaushik, Chief General Manager, National Bank for Agriculture and Rural Development, Department of Information Technology, C-24, 'G' Block, Bandra-Kurla Complex, 5th floor, C Wing, P.B.No.8121, Bandra (East), Mumbai – 400 051. The sealed envelop should be super scribed **"Quotation for 'Always On Internet' Facility at NABARD, HO, Mumbai "** so as to reach him not later than 15.00 hours on **28 December 2007**.

(b) No 'Request for Quote' will be received after due date and time as stipulated above under any circumstances, whatsoever.

(c) Each page of the RFQ document must be signed with proper seal of the Company.

(d) The sealed envelop shall contain the following :

- (i) Duly filled in RFQ document
- (ii) Vendor's letter giving technical clarifications, if any.
- (iii) Any other information called for in the 'Request for Quote' documents or which the Vendor would like to submit alongwith his 'Request for Quote'.

1.1 Opening of 'Request for Quote'

The 'Request for Quote' will be opened at 1530 hours on 28.12.2007 in the office of Sri SC Kaushik, Chief General Manager, National Bank for Agriculture and Rural Development, Department of Information Technology, C-24, 'G' Block, Bandra-Kurla Complex, 5th floor, C Wing, Bandra (East), Mumbai – 400 051, or in any other officer designated for this purpose by him, in the presence of Vendors or their representatives should they choose to remain present.

1.2 Scope of work : Supply, installation, testing and commissioning of

- Connectivity medium (leased line, RF equipment etc)
- Configuring existng hardware equipment like Server, Router, Modem, Firewall etc.
- Providing 2mbps broadband internet connectivity
- Providing necessary support for the existing equipment
- Setting up necessary software on the existing firewall, providing necessary help and guidance for renewal of various software licenses, wherever necessary
- Commitment to provide 2 mbps broadband Internet Service for a period of at least 2 years after 1 year of warranty.

1.3 Validity period for the quotation :

(a) 'Request for Quote' shall remain open for acceptance by the Bank for a period of three months from the date of opening of 'Request for Quote'. The period may be extended by mutual agreement and the Vendor shall not cancel or withdraw the 'Request for Quote' during this period.

(b) The Vendor must use only the formats prescribed in RFQ to fill in the quotation.



(c) **The 'Request for Quote' must be filled in English and the amounts should be both in figures and words.** If any of the document is missing or unsigned, the 'Request for Quote' will be considered invalid and rejected by the Bank in its discretion.

(d) All erasures and alterations made while filling the 'Request for Quote' must be attested by initials of the Vendor. Overwriting of any kind is not permitted. Failure to comply with either of these conditions will render the 'Request for Quote' invalid at the Bank's discretion. No advice of any change in rate or conditions after the opening of the 'Request for Quote' will be entertained.

1.4 Signatory: Each page of the 'Request for Quote' document should be signed by the person or persons submitting the 'Request for Quote' in token of Vendor having acquainted himself with the General Conditions of Contract, Specifications, etc., as laid down.

1.5 Taxes etc., : The rates quoted shall be **inclusive** of all the prevalent taxes, duties etc., and shall be firm and not be subjected to variations in exchange rate and/or taxes/duties. However, if service tax or income tax varies over the period of pendency of the agreement, then the increase will be paid to the vendor / or decrease will be recovered from the annual charge.

1.6 Warranty Period : On successful commissioning and User Acceptance Test, Vendor shall warrant the availability and functioning of AOI solution / Internet service for a warranty period of one year. Vendor should be able to trouble shoot the problems, if any, developed in the connection / AOI setup.

1.7 Import Obligations: In the event of it being necessary to import any materials of foreign manufacture, the Vendor should obtain the same against his own normal licence quota and should not look to the Bank for any assistance whatsoever for their procurement.

1.8 Uptime Efficiency : Vendor shall ensure guaranteed uptime efficiency of 99% for the AOI connectivity during the warranty period. The efficiency shall be calculated as follows :

E = Monthly Uptime Efficiency

N = Number of days in a month

H = Number of hours the Internet service is offered in a day (12 hrs or 24 hrs)

D = Number of hours the Internet facility is down due to failure of equipment or service in that month

$E = \{ (H * N) - D \} / (H*N) * 100$

AoI service / facility will be considered **down** if Internet access is not available at the last mile / central distribution point due to disruption of ISP service. In case the monthly uptime efficiency falls below 99% , penalty will be imposed on the Vendor. As a penalty, the Internet service contract will be extended by one month for every month in which the uptime efficiency falls below 99% . In other words, the Vendor will provide extended Internet service, free of cost, for the period for which efficiency falls below 99% which will be calculated on a monthly basis.

1.9 Terms of Payment : The terms of payment for the supply, installation, testing and commissioning of AOI solution will be as under -

i) **Payment to outside agency other than vendor , if any (for example MTNL)**

Payment to outside agency other than Vendor, if any, towards registration, installation / tariff charges for connectivity medium etc. will be made in full by the Bank as and when required as per the normal terms. For the sake of convenience, such payment will be routed through the Vendor.



ii) **Payment to vendor** - The payment (inclusive of all taxes etc.) of AOI services / bandwidth charges etc. will be made in four (4) equal instalments to be paid at the end of every three months period. First such payment will be made at the end of three months period from the date of successful commissioning of the Internet service / AOI solution at Banks HO premises at BKC, Bandra (E), Mumbai. . Vendor should raise separate invoices for all the payments.

1.10 Timely completion : The entire work related to commissioning of the AOI shall be completed **within 2 weeks from the date of receipt of letter of award of work**. In case of delay, NABARD will have the right to claim liquidated damages @ 0.50% of the cost of AOI solution, as agreed/indicated in the letter of award issued by NABARD, per week of delay beyond the stipulated period subject to a maximum of 5% of the said cost of AOI solution.

1.11 Agreement : The successful Vendor shall execute an agreement with the Bank on stamp paper of appropriate value as per the draft agreement (Schedule-I), within fourteen days of receipt of letter of award of work. However, the issue of letter of award of work by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.

1.12 Confidentiality : The details of the proposed service shall be treated as confidential information between the Bank and Vendor. Any such information shall not be passed on in part or in full to any third party without Bank's prior written approval.

1.13 Settlement of disputes by Arbitration : All disputes (except for payments) shall be resolved by Chief General Manager, DIT, NABARD. If the dispute cannot be resolved, the matter may be referred to an arbitrator. All disputes and differences of any kind whatsoever arising out of or in connection with this agreement or the carrying out of the works (whether during the progress of the works or within one year after their completion or within one year after the termination or abandonment or breach of the contract) shall be referred by either party for arbitration after giving atleast 30 days notice in writing to the other(s) (hereinafter referred to as the 'Notice for Arbitration') clearly setting out the items of disputes for reference to a Sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the Sole Arbitrator referred to above, the Bank will send to the Vendor within thirty days of the Notice of Arbitration, a panel of three names of persons who shall be presently unconnected with the organization of the Bank and the Vendor.

The Vendor shall on receipt of the names as aforesaid select any one of the persons so named to be appointed as a Sole Arbitrator and communicate his name to the Bank within thirty days of receipt of the names. The Bank shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the Vendor fails to communicate such selection as provided above within the period specified, the Bank shall make the selection without further reference to the Vendor and appoint the selected person as the Sole Arbitrator.

If the Bank fails to send to the Vendor the panel of three names as aforesaid within the period specified, the Vendor shall send to the Bank a panel of three names of persons who shall be unconnected with either party. The Bank shall on receipt of the names as aforesaid select any one of the persons and appoint him as the Sole Arbitrator. If the Bank fails to select the persons named in the panel and informs the Vendor accordingly, the Vendor shall be entitled to appoint any one of the persons from the panel as the Sole Arbitrator and communicate his name to the Bank.



If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another Sole Arbitrator shall be appointed as aforesaid.

The Sole Arbitrator shall have power to open , review and revise any certificates, information or decision, requisition or notice and to determine all other matters in dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid. Subject to the aforesaid, the arbitration shall be governed by the Indian Arbitration And Conciliation Act 1996 or any other Statutory modification thereof. The Award of the arbitrator shall be final and binding on the Parties. It is hereby agreed that in all disputes referred to Arbitration, the Arbitrator shall give two separate award in respect of each dispute or differences in accordance with the terms of the request for quote/tender and give an reasoned Award.

The fees, if any, of the Arbitrators shall, if required to be paid before the Award is made and published, to be paid half and half by each of the Parties. The cost of the finance of the Award including the fees if any of the Arbitrator shall be directed to be borne and paid by such Party or Parties to the dispute; in such manner or proportion as may be directed by the Arbitrator in the Award.

The Bank and the Vendor hereby also agree that the Arbitrator under this clause shall be a condition precedent to any right to auction under the request for quote/tender with regard to the matters hereby expressly agreed to be so referred to the Arbitrator.

1.14 Acceptance Test: To assess the operational and functional performance of the various components of the AOI solution, an acceptance test will be carried out. The Acceptance Test will be carried out for one week and shall mainly cover the following points.

✓ Internet access on nodes

Internet will be accessed simultaneously through configured nodes (AOI facility shall be made available on 700 nodes)

✓ Measurement of bandwidth

Actual available bandwidth (in/out) during this time shall be measured several times through the software tool provided by the vendor.

✓ Data transfer on VPN

Live/dummy secure data transfer (two-way) on VPN shall be carried out

Once the acceptance test is carried out successfully, a Report shall be generated to indicate the details of all the tests carried out for assessing the performance of AOI solution.

The system shall be taken over by the Bank only after satisfactory conclusion of the Acceptance Test.

1.14 Technical support / guidance - Vendor shall provide end to end technical support and guidance for proper administration of AOI facility including VPN.



1.15 The Bank does not bind itself to accept the lowest or any 'RFQ' and reserves to itself the right to accept or reject any or all the 'RFQ', either in whole or in part without assigning any reasons for doing so.

1.16 If any conditions are stipulated, at the time of submission of 'Request for Quotation' it will be liable to be summarily rejected.

1.17 The successful Vendor shall enter into Service Level Agreement with the Bank on mutually agreeable terms.

1.18 The Vendor shall indemnify the Bank against all claims in respect of patent rights, design, trade marks of name or other protected rights in respect of any plant, machine work or material used for or in connection with the works or temporary works and from against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Vendor shall defend all actions arising from such claims, before any such infringement and received their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

1.19 The Vendor shall take all reasonable steps to avoid or reduce any delay in supply, installation and commissioning of Always On Internet facility in the Bank as per the conditions of the RFQ. However, if in the opinion of NABARD, the said works is delayed due to *force majeure* NABARD will make a reasonable extension of time for completion of the said works. The decision of NABARD in this regard shall be final and shall not be questioned in arbitration or other legal proceedings.

1.20 I/We have understood all the above mentioned conditions and they are acceptable to me/us.

Place :

Date :

Signature of Vendor

Name :

Designation :

Seal of the Company/firm :



2. Requirements / Minimum Specifications under AOI solution

Overall coverage of AOI related work

- i. Always On Internet connectivity with 2mbps broadband through wireline (leased line, fiber etc.) or wireless (RF based) medium to be brought upto 5-C Wing of our building where central switches are located.
- ii. Internet facility to be made available on about 700 PCs through a secured single distribution point.
- iii. Estimated average number of active users at any point of time will be 250.
- iv. Installation, setting-up of access / connectivity medium [Wired (leased line, fibre) or Wireless (Radio Frequency {RF} *based device etc.*)]
- v. Configuration and setting up of existing hardware (proxy server, modem, router, firewall etc.) as per the requirement of a secure connection.
- vi. Providing Internet bandwidth of 2 mbps (1:2 shared) upto the central distribution point and distributing the same to required number of nodes (about 700 PCs)
- vii. Setting-up content filtering, anti-virus, anti-scam etc. software
- viii. Bandwidth monitoring tool to be provided to monitor the available bandwidth and usage thereof with report generation option.
- ix. Setting up of secure VPN Solution using static IP, client software for VPN usage
- x. Two-way VPN should have DES, 3DES Encryption, minimum 50 VPN connections, IPSec based communication, User authentication
- xi. Minimum uptime efficiency should be 99 % . Total uptime will be counted on monthly basis



3. Check List

Providing solution for 'Always On Internet' facility at Bank's Head Office Building, Bandra Kurla Complex, Mumbai

Commercial terms & conditions

Sr. No	Description	Bank's Terms	Vendor's Acceptance (Yes / No)	Alternate terms of Vendor (To be filled only if previous column is 'No')
1	Validity	90 days.		
2	Terms of Payment	<p>Payment to / on behalf of outside agency, if any, other than vendor (e.g. MTNL) Payment to be made to outside agency other than Vendor, if any, towards registration, installation / tariff charges for connectivity medium etc. will be paid in full as and when required as per the normal terms.</p> <p><u>Payment to vendor</u></p> <p>a) Total payment (inclusive of all taxes etc.) will be paid in 4 equal instalments.</p> <p>c) Each instalment will be paid on quarterly basis i.e. after the end of three months period of usage of AOI connection.</p> <p>d) First such instalment will become due for payment after the end of 3 months period from the date of successful commissioning AOI connection at Banks HO premises at &BKC, Bandra(E), Mumbai.</p>		



		e) All the payments / instalments will be paid against the separate invoices raised by the vendor.		
3	Cost of solution / Prices	Firm, onsite. Inclusive of all taxes, duties, insurance, levies transport cost etc. and free from any exchange rate variation.		
4	After sales support	Necessary technical support & guidance will be provided free of cost during the contract period.		
6	Completion period	Within 2 weeks from letter of award of work.		
7	Liquidated damages	0.50% of the contract amount per week of delay subject to a maximum of 5% of the total contract value.		
8	Service facility	Shall be available in Mumbai where the system will be installed and shall be approachable on telephone/mobile.		
9	Committed period Internet Access	At least 2 years after one year Warranty period.		
10	All Schedules as indicated	Submitted		

Place :
Date :

Signature of Vendor
Name :
Designation :
Seal of the Company/firm



4. Financial Quotes

4.1 Bandwidth Charges

Internet bandwidth of 2 Mbps (shared 1:2) should be brought to the Bank's premises either through Leased line or broad band wireless (RF) or broad band wire to our central switch room situated at 5-C wing of the building. Ports will be provided on our central Layer-3 switches for termination of bandwidth and for further distribution.

Details of the cost / charges, involved in providing bandwidth for the AOI solution, should be furnished in 2 parts, as indicated below, based on the periodicity of the cost / charges.

(a) One Time Charges

Please indicate all the hardware & one time registration charges, if any, in the following table-

S.No.	Particulars	Charges (Rs.)
1.	One Time Registration Charges (In the current setup, registration charges & refundable charges for existing MLDN modem, already paid to MTNL)	
2.	Any other charges required to be paid one time only (pl. specify)	
	Total	

(b) Annual Bandwidth Charges

Please indicate the annual charges for Internet access over Leased line or RF equipment in the following table -

Sr.no.	Item Description	Total Annual charges (Rs.)	Remarks
1.	Flat Bandwidth charges for 24 hours usage every day		
2.	Less - Discount, if any, for non usage of bandwidth during the night hours (8.00 pm to 8.00 am)		
	Net Total (1-2)		
3.	If discount in monetary terms is not offered, indicate whether any benefit (additional bandwidth etc. during day/ usage time) for non		



	usage of bandwidth during night hours will be given. If yes, indicate details for the same.	
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4.2 Installation / tariff Charges for Connectivity Medium (Wired / Wireless)

Please specify the Access Medium : Leased Line / Fibre / RF

Sr No	Nature of charges	To be paid to (name of the agency e.g. MTNL / Vendor himself)	Total Annual charges (Rs.) (please indicate details under the column as applicable)	
			Wired(LL/Fibre)	Wireless (RF)
1	Installation and other Charges , if any, for the connectivity medium to be provided <u>Details -</u>			
2	Annual Tariff (for the first year), if any, to be paid for using connectivity medium			
	Total (1+2)			

4.3 VPN

Please indicate all the components of the VPN solution including client side software licenses , if required , as per the table given below –

Sr no.	Description of VPN components	Total Cost / Charges (Rs.)
	Software and Set up	
1	Setting up of VPN solution at HO including Software	
2	Client licenses, if any, for 50 clients	
	Total	



4.4 Summary of Total Cost of AoI Solution

Sr No.	Table No.	Cost Component	Total Cost / Charges (Rs.) (all inclusive)
1	5.1	Bandwidth charges	
2	5.2	Installation / tariff charges for Connectivity Medium	
3	5.3	VPN	
4		Any other Cost (Pl. Specify)	
		Total Cost of AOI solution	

Please indicate whether Table 5.1 (b) - Sr.No. 3 is applicable -

YES / NO

Schedule -I

Draft Articles of Agreement

ARTICLES OF

AGREEMENT made the _____ day of

between the National Bank for Agriculture and Rural Development, having its Head Office at Mumbai (hereinafter called the "the Bank") of the one part and M/s

(hereinafter called "the Vendor") of the other part.

WHEREAS the Bank is desirous of having 'Always on Internet' (AoI) connection to be provided to its employees at Bank's Head Office Building at Bandra-Kurla Complex, Mumbai and has caused specifications describing the works to be done AND WHEREAS the Vendor has agreed to execute upon and subject to the conditions set forth in the Commercial terms, technical specifications, Schedules and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works described in the said Specifications and included in the Schedules at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable thereunder (hereinafter referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS :

1. In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Vendor shall upon and subject to the said Conditions execute and complete the work described in the said Specifications and the Schedule.
2. The Bank shall pay the Vendor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.



3. The said Conditions shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
4. The agreement and documents mentioned herein shall form the basis of the Contract.
5. This Contract is neither a fixed Lumpsum Contract nor a Piece Work Contract but is a Contract, to carry out the work in respect of the entire supply, installation, testing and commissioning of Always On Internet connection to be provided on the existing hardware setup at Bank's Head Office Building at Bandra-Kurla Complex, Mumbai.
6. The Bank reserves to itself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out by others without prejudice to this Contract.
7. Time shall be considered as the essence of this Contract and the Vendor hereby agrees to commence the work soon after the date of issue of formal works order as provided for in the said conditions and to complete the entire work within 2 weeks subject nevertheless to *force-majure* condition and the extension of time granted by the Bank.
8. All payments by the Bank under this contract will be made only at Mumbai.
9. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only Courts in Mumbai shall have jurisdiction to determine the same.
10. That the several parts of this Contract have been read by the Vendor and fully understood by the Vendor.